

Attachment B

HILLSIDE BOULEVARD IMPROVEMENTS,
PHASE I presentation to Council, 08/21/2013

Project History and Background

2002	Feasibility Study
2005	PG&E 230kv Transmission Project
2006	Utility Undergrounding Project
2009/2010	Feasibility Update
09/08/2010	First Presentation to City Council
12/10/2010	Public Outreach/Stakeholder Meeting
02/09/2011	Second Presentation to City Council

- **Parking Summary:**

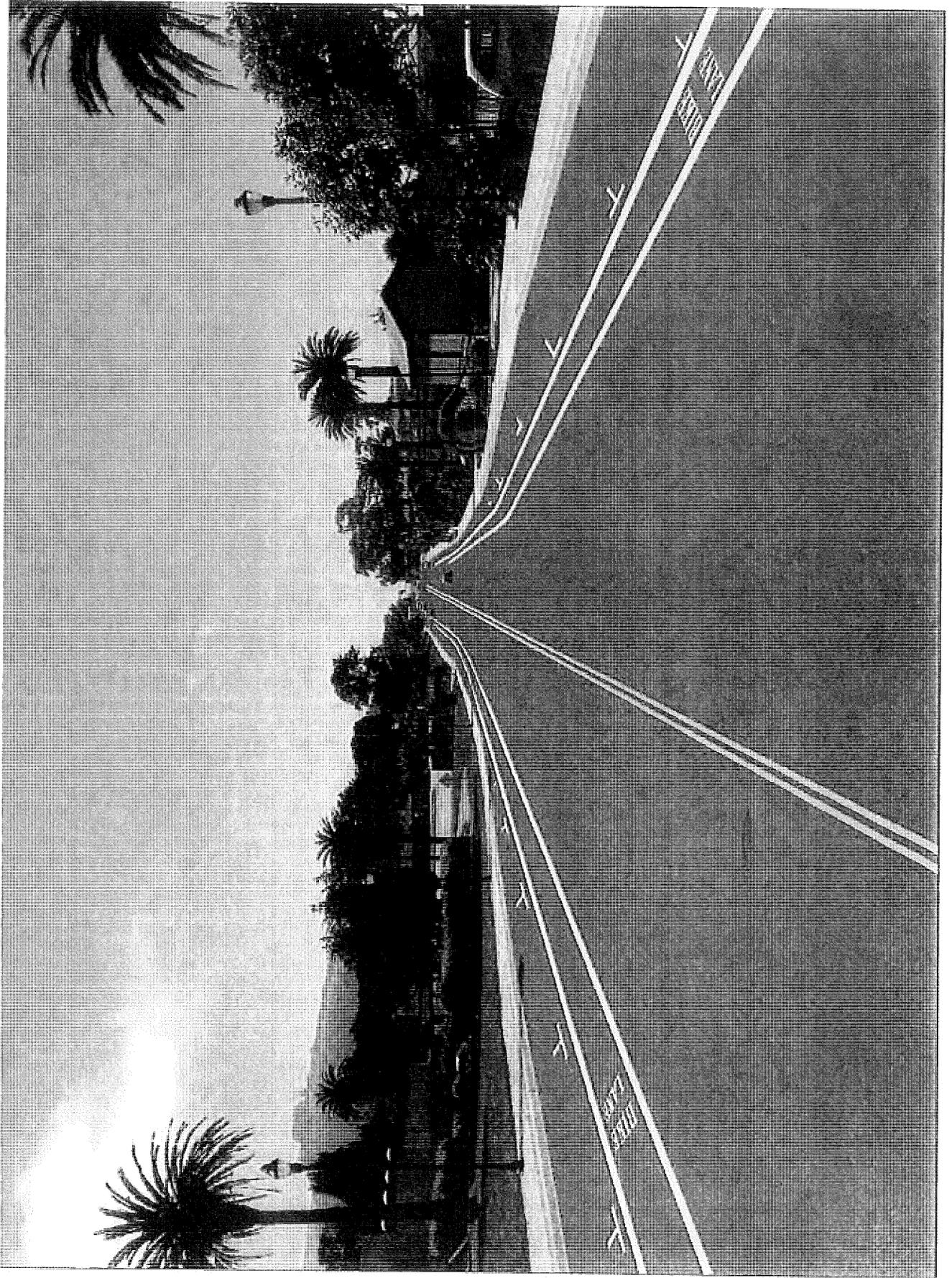
- 85 stalls total (net gain of 55 stalls)

	with	without
	<u>Bulb-out</u>	<u>Bulb-out</u>
From Hoffman St. to F St.:	44	50
From F St. to Olivet Pkwy.:	20	20
From Olivet Pkwy. To Serramonte Blvd.:	15	15

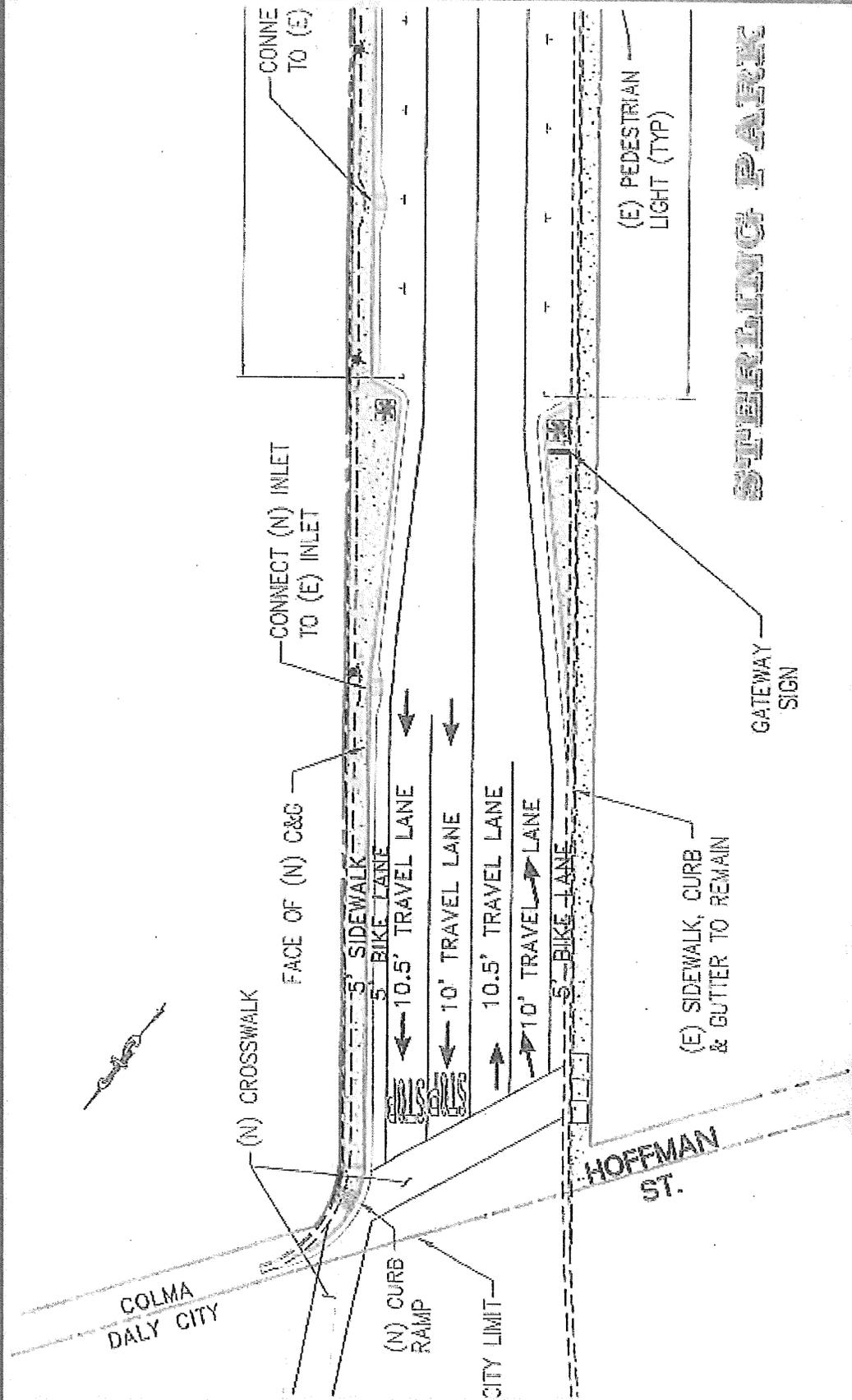
- **Construction cost: \$1.62 million**



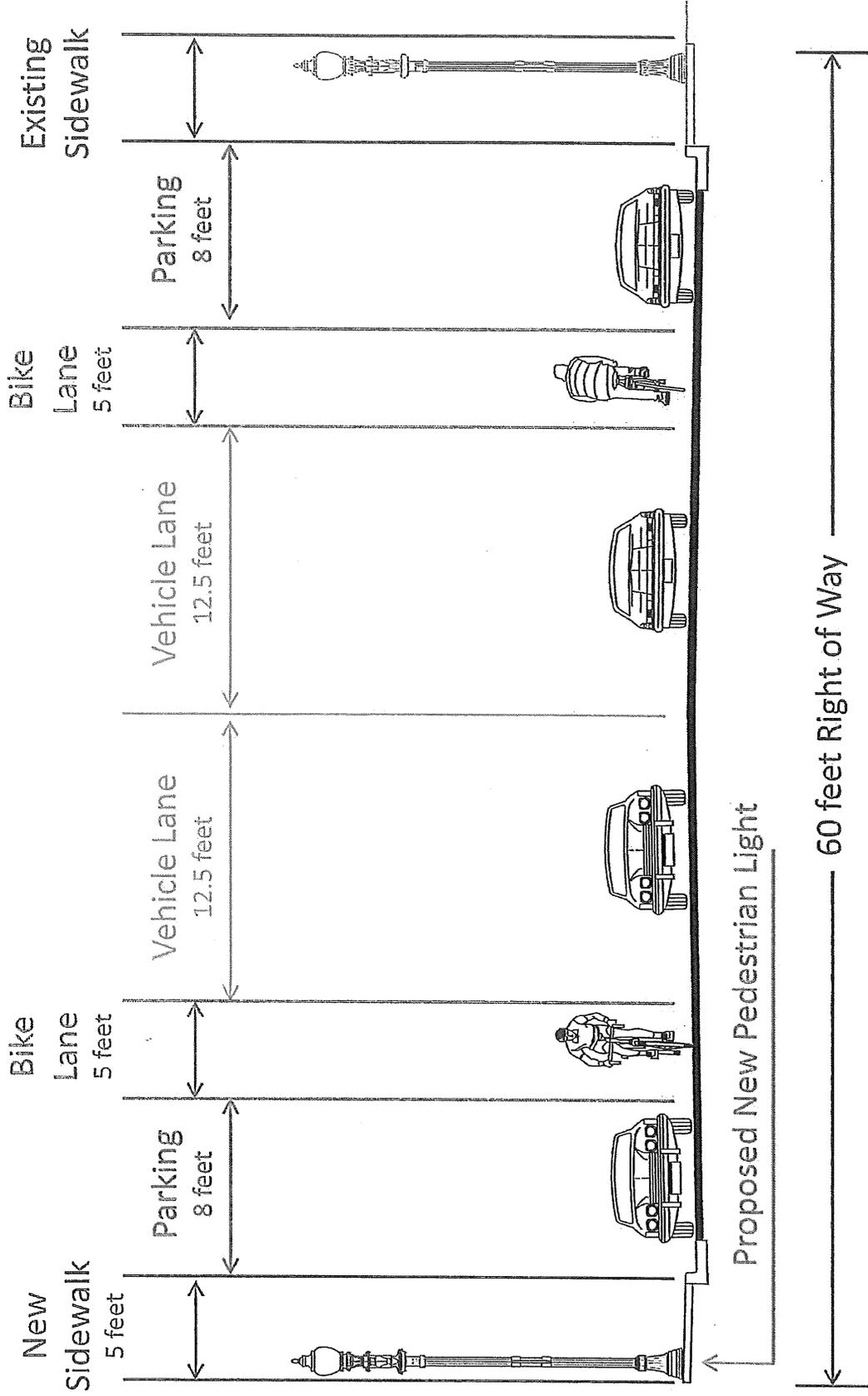




Hoffman St. to "F" St.



Approved Design



Summary Table

Design Element	Existing Layout	Approved Layout
Street Lights	Existing Pedestrian lights	Existing pedestrian lights + 27 Pedestrian lights
Additional ROW	-	No

Conclusion

- Recommend approval of conceptual plans
- Next steps will include:
 - Public outreach in by December 2013
 - Bid in February / March 2014
 - Begin Construction in May 2014

Attachment C

City Council agendas and minutes



AGENDA REGULAR MEETING

City Council of the Town of Colma
Town Hall, 1198 El Camino Real, Colma, CA 94014
Wednesday, September 8, 2010 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

REPORT FROM CLOSED SESSION

PRESENTATIONS

Town of Colma Honor Roll Students Recognition and Awards presentation.

PUBLIC COMMENTS

Comments on Consent Calendar and Non-Agenda Items will be heard at this time.
Comments on Agenda Items will be heard when the item is called.

CONSENT CALENDAR

1. Motion to Accept the Minutes From the July 14, 2010 Regular Meeting.
2. Motion to Approve the Warrants List for July and August 2010.
3. Motion to Adopt An Ordinance Amending Sections 1.02.390 to 1.02.420 and 5.15.030 to 5.15.080 And Adding Section 1.02.430, Relating to ADA Grievance Procedures (second reading).
4. Motion to Approve a Resolution Accepting a Storm Drain Easement Over the Property Located at 990 Serramonte Boulevard.
5. Motion Approving a Resolution Designating Recreation Services Director Brian Dossey as the Town's ABAG Plan Representative, and City Manager Laura Allen as the Alternate.
6. Motion Accepting 2009 Annual Report on the Implementation of the Housing Element of the General Plan.

NEW BUSINESS

7. **HILLSIDE BOULEVARD BEAUTIFICATION PROJECT STUDY SESSION**
Consider: A Motion Approving Conceptual Plans for the Hillside Boulevard Beautification Project and Directing Staff to Proceed with the Development Plans for the Project.

STUDY SESSION

8. **TOWN OF COLMA ADA SELF EVALUATION AND TRANSITION PLAN**
This item is for discussion only, no action will be taken at this meeting.

COUNCIL CALENDARING

REPORTS

Mayor/City Council
City Manager

Mayor Diana Colvin
Laura Allen

ADJOURNMENT

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Reasonable Accommodation

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**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Town Hall, 1198 El Camino Real
Colma, CA 94014

**Wednesday, September 8, 2010
7:30 p.m.**

CALL TO ORDER

Mayor Diana Colvin called the Regular Meeting of the City Council to order at 7:30 p.m.

Council Present – Mayor Diana Colvin, Vice Mayor Helen Fisicaro, Council Members Raquel “Rae” Gonzalez, Joanne F. del Rosario and Joseph Silva were present.

Staff Present – City Manager Laura Allen, City Attorney Roger Peters, Police Chief Bob Lotti, Acting City Planner Colette Meunier, Recreation Services Director Brian Dossey, City Engineer Rick Mao, Deputy Director of Public Works Brad Donohue and Administrative Technician Kris Perez Krow.

ADOPTION OF THE AGENDA

Mayor Colvin asked if there were any changes to the agenda. None were noted. Mayor Colvin asked for a motion to adopt the agenda.

Action: Council Member Silva moved to adopt the agenda; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel “Rae” Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Voting Tally	5		0		

REPORT FROM CLOSED SESSION

The Mayor reported that, in closed session, the Council authorized the City Attorney to file a claim with the State Commission for reimbursement of the costs for unfunded mandates and to enter into a Joint Litigation Agreement with other eligible governmental entities.

PRESENTATIONS

The Mayor announced the names of the Honor Roll students from Colma. The Mayor and Council Members presented each child with a certificate and small gifts for their achievement.

The following Colma students were in attendance and received their certificates. Ramon Castro, Nathaniel Liston, Isabella Montalvo, Lucas Montalvo, Charliann Balton, Bea Dela Cruz, Genalyn Domingo,

Ramone Rivera, Keanna Perez, Camille Sindac, Vicky Sindac, Micah Dela Cruz, Shannon Dela Cruz, and Regino Rojas.

At 7:47 p.m., the Mayor adjourned for a small break so that students could exit the Council Chambers after the group photo. The meeting was resumed at 7:52 p.m.

PUBLIC COMMENTS

Mayor Colvin opened the public comment period at 7:52 p.m. and with no one coming forward to speak, she closed the public comment period.

CONSENT CALENDAR

The Mayor asked if there were any changes to the consent calendar. Vice Mayor Fisicaro had some comments about Item # 6, regarding a change of wording and a typographic error.

1. Motion to Accept the Minutes From the July 14, 2010 Regular Meeting.
2. Motion to Approve the Warrants List for July and August 2010.
3. Motion to Adopt an Ordinance Amending Sections 1.02.390 to 1.02.420 and 5.15.030 to 5.15.080 and Adding Section 1.02.430, Relating to ADA Grievance Procedures (second reading).
4. Motion to Approve a Resolution Accepting a Storm Drain Easement Over the Property Located at 990 Serramonte Boulevard.
5. Motion Approving a Resolution Designating Recreation Services Director Brian Dossey as the Town's ABAG Plan Representative, and City Manager Laura Allen as the Alternate.
6. Motion Accepting 2009 Annual Report on the Implementation of the Housing Element of the General Plan.

Action: Vice Mayor Fisicaro moved to approve the Consent Calendar, Items # 1 through 6, with the corrections noted; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Diana Colvin, Mayor	✓				
Helen Fisicaro	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Voting Tally	5	0	0		

NEW BUSINESS

7. HILLSIDE BOULEVARD BEAUTIFICATION PROJECT STUDY SESSION

Cyrus Kianpour, Senior Principal Engineer presented the staff report. Sophie Truong, Associate Engineer was also present to answer any questions.

Mayor Colvin opened the public comment period at 8:14 p.m.

Mary Brodzin, of Colma, stated her concern about truck maneuverability in and out of businesses on Hillside.

Philip C'de Baca, of Colma, supports the project. He had questions about repaving, trucks, signage and extending the undergrounding of utilities to Sandhill Road.

Pat Hatfield, of Colma, commented that a median may be a barrier for pedestrians crossing Hillside; she thought additional crosswalks may be needed.

The Mayor closed the public comment period at 8:18 p.m. Council discussion and questions of staff followed. This item will be continued until the October 13 meeting.

STUDY SESSION

8. TOWN OF COLMA ADA SELF EVALUATION AND TRANSITION PLAN

Director of Recreation Services, Brian Dossey presented the staff report.

Mayor Colvin opened the public comment period at 9:26 p.m. and with no one coming forward to speak, she closed the public comment period. Council discussion and questions followed. Change of wording on page 54 of 103 was noted. This item was for discussion only, and no action was taken at this meeting.

COUNCIL CALENDARING

Next City Council Meeting will be a Special Meeting held on Tuesday, September 28, 2010 at 9:00 a.m. until 2:30 p.m. at the Colma Community Center.

The next Regular City Council Meeting will be held on Wednesday, October 13 at 7:30 p.m. at the City Council Chamber at Town Hall.

The annual County-wide Emergency Preparedness Day is September 18 in Menlo Park from 10:00 a.m. to 2:00 p.m.

The Colma Historical Association has its Annual Fundraising Dinner on Friday, September 24, 2010. The Take My Hand Annual Fundraising Dinner is scheduled for October 29, 2010

REPORTS

Mayor Colvin stated the City Manager Laura Allen was given her annual evaluation on July 14, 2010, at a closed session meeting, and Ms. Allen received an excellent review.

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Colvin at 9:40 p.m.

Mayor Colvin closed the meeting in memory of the following individuals:

- Mrs. Ada Nobles – Colma resident
- Mr. Walter Letcavage – Colma Resident
- Mr. Jim Ream – architect of Sterling Park recreation center
- Mr. John Herr – Fire buff, who served food (canteen) for Colma Fire at big incidents

Respectfully submitted,



Kris Perez Krow

Administrative Technician III



AGENDA REGULAR MEETING

City Council of the Town of Colma
Town Hall, 1198 El Camino Real, Colma, CA 94014
Wednesday, February 9, 2011 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

REPORT FROM CLOSED SESSION

PRESENTATION

Chris Mohr, Executive Director of HEART (Housing Endowment and Regional Trust) will report on HEART's achievements in the past five years.

PUBLIC COMMENTS

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time. Comments on Agenda Items will be heard when the item is called.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the January 19, 2011 Adjourned Regular Meeting.
2. Motion to Accept Report of Checks Paid in January 2011.
3. Motion to Adopt a Resolution Authorizing the Town of Colma to Join a Countywide Subregion for the Purpose of Locally Administering ABAG's Regional Housing Needs Allocation (RHNA) Process.

NEW BUSINESS

4. **"PAY FIRST" ORDINANCE**

Consider: A Motion to Waive Reading and Introduce an Ordinance Adding Sections 1.14.060 and 1.14.070, Relating to Claims Against the Town of Colma, and Amending Sections 7.01.100 and 7.02.210 and Adding Section 7.03.040, Relating to Claims for Refunds of Taxes.

5. **MID-YEAR REVIEW OF FY 2010-11 BUDGET**

Consider: A Motion to Adopt a Resolution Amending Budget for Fiscal Year 2010-11 to Transfer \$70,000 from General Reserves to the General Fund Operating Expenditures for Streets and Sidewalks.

OLD BUSINESS

6. **FOLLOW –UP TO THE HILLSIDE BOULEVARD BEAUTIFICATION PROJECT STUDY SESSION**

Consider: A Motion Approving Conceptual Plans for the Hillside Boulevard Beautification Project and Directing Staff to Proceed with Finalizing the Project Plans and Specifications.

COUNCIL CALENDARING

REPORTS

Mayor/City Council

Mayor Helen Fisicaro

City Manager Laura Allen

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**MINUTES
REGULAR MEETING**

City Council of the Town of Colma
Town Hall, 1198 El Camino Real
Colma, CA 94014

**Wednesday, February 9, 2011
7:30 p.m.**

CALL TO ORDER

Mayor Helen Fiscaro called the Regular Meeting of the City Council to order at 7:30 p.m.

Council Present – Mayor Helen Fiscaro, Vice Mayor Raquel "Rae" Gonzalez and Council Members Joanne F. del Rosario, Joe Silva and Diana Colvin were present.

Staff Present – City Manager Laura Allen, City Attorney Roger Peters, Police Commander Jon Read, Acting City Planner Colette Meunier, Deputy Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey and Administrative Technician Linda Dieterle were in attendance.

ADOPTION OF THE AGENDA

Mayor Fiscaro asked if there were any changes to the agenda. None were noted. Mayor Fiscaro asked for a motion to adopt the agenda.

Action: Council Member del Rosario moved to adopt the agenda; the motion was seconded by Council Member Silva and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Voting Tally	5		0		0

REPORT FROM CLOSED SESSION

Mayor Fiscaro stated that there was no reportable action taken at the closed session meetings of January 26, 2011 and February 9, 2011.

PRESENTATIONS

Chris Mohr, Executive Director of HEART (Housing Endowment and Regional Trust) reported on HEART's achievements in the past five years.

PUBLIC COMMENTS

Mayor Fiscaro opened the public comment period at 7:40 p.m. and seeing no one come forward to speak, she closed the public comment period.

CONSENT CALENDAR

The Mayor asked if there were any changes to the consent calendar. There were no changes requested.

1. Motion to Accept the Minutes from the January 19, 2011 Adjourned Regular Meeting.
2. Motion to Accept Report of Checks Paid in January 2011.
3. Motion to Adopt a Resolution Authorizing the Town of Colma to Join a Countywide Subregion for the Purpose of Locally Administering ABAG's Regional Housing Needs Allocation (RHNA) Process.

Action: Council Member Silva moved to approve the Consent Calendar items # 1 through 3. The motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Voting Tally	5	0	0		0

NEW BUSINESS

4. "PAY FIRST" ORDINANCE

City Attorney Roger Peters, presented the staff report. Mayor Fiscaro opened the public comment period at 7:42 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

Action: Vice Mayor Gonzalez moved to Waive Reading and Introduce an Ordinance Adding Sections 1.14.060 and 1.14.070, Relating to Claims Against the Town of Colma, and Amending Sections 7.01.100 and 7.02.210 and Adding Section 7.03.040, Relating to Claims for Refunds of Taxes; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Voting Tally	5	0	0		0

5. **MID-YEAR REVIEW OF FY 2010-11 BUDGET**

City Manager Laura Allen, presented the staff report. Mayor Fiscaro opened the public comment period at 7:55 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

Action: Council Member del Rosario moved to Adopt a Resolution Amending Budget for Fiscal Year 2010-11 to Transfer \$70,000 from General Reserves to the General Fund Operating Expenditures for Streets and Sidewalks; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Voting Tally	5	0	0		0

OLD BUSINESS

6. **FOLLOW –UP TO THE HILLSIDE BOULEVARD BEAUTIFICATION PROJECT STUDY SESSION**

Acting City Engineer Cyrus Kianpour, presented the staff report. Mayor Fiscaro opened the public comment period at 8:15 p.m. and seeing no one come forward to speak, she closed the public comment period. Council discussion followed.

Action: Council Member Colvin moved to Approving Conceptual Plans for the Hillside Boulevard Beautification Project and Directing Staff to Proceed with Finalizing the Project Plans and Specifications; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fiscaro, Mayor	✓				
Raquel "Rae" Gonzalez	✓				
Joanne F. del Rosario	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Voting Tally	5	0	0		0

COUNCIL CALENDARING

The next City Council Meeting will be a Special Session Meeting held on Wednesday, February 23, 2011 at 6:00 p.m. at the Colma Community Center.

The next Regular City Council Meeting will be held on Wednesday, March 9, 2011 at 7:30 p.m. at the Town Hall Council Chamber.

REPORTS

The Mayor reported on the events listed below, that she and other Council Members attended.

Helen Fiscaro

- 1) League of CA Cities Annual Reception, January 27
- 2) Council of Cities Dinner, hosted by Millbrae, January 28
- 3) Kia Ribbon Cutting, February 4

Raquel "Rae" Gonzalez

- 1) Council of Cities Dinner, hosted by Millbrae, January 28
- 2) Kia Ribbon Cutting, February 4

ADJOURNMENT AND CLOSE IN MEMORY

The meeting was adjourned by Mayor Fiscaro at 8:25 p.m. in memory of Alicia C. Ubungen, a resident of E Street and Scott Uccelli.

Respectfully submitted,



Linda Dieterle
Administrative Technician II



**AGENDA
REGULAR MEETING**

City Council of the Town of Colma
Colma Community Center
1520 Hillside Boulevard
Colma, CA 94014

Wednesday, May 8, 2013 at 7:30 PM

PLEDGE OF ALLEGIANCE AND ROLL CALL

ADOPTION OF AGENDA

REPORT FROM CLOSED SESSION

PRESENTATIONS

- Presentation by the Wilderness School

PUBLIC COMMENTS

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time.
Comments on Agenda Items will be heard when the item is called.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the April 10, 2013 Regular Meeting.
2. Motion to Accept the Minutes from the April 22, 2013 Special Meeting.
3. Motion to Accept the Minutes from the April 23, 2013 Special Meeting.
4. Motion to Approve Report of Checks Paid for April 2013.
5. Motion to Adopt an Ordinance Amending the Colma Municipal Code Relating to Manufactured Housing, Emergency Shelters, Supportive Housing, Transitional Housing, and All Residential Development Sites Identified in the General Plan Housing Element (second reading).
6. Motion to Adopt a Resolution Confirming That Sewer Service Rates for 2013-14 Shall Be As Forth in Sections 3.04.160 and 3.04.170 of the Colma Municipal Code.
7. Motion to Adopt a Resolution Authorizing Contract for Pavement Rehabilitation on Hillside Boulevard and Amending 2012-2013 Budget to Add \$49,000 in SLPP Funding to the Public Works and Planning Department.

8. Motion to Accept the Grand Jury Report and Direct Staff to Forward the Attached Response Letter to the San Mateo County Grand Jury.
9. Motion to Accept Town Hall Improvements Update.
10. Motion to Adopt a Resolution Approving Third Amended Contract for City Attorney Services.

PUBLIC HEARING

11. COTTAGE FOOD OPERATIONS

Consider: Motion to Introduce an Ordinance Amending Colma Municipal Code Subchapter 5.03, Relating to Cottage Food Operations, and Waiving a Further Reading of the Ordinance.

12. NUISANCE ABATEMENT AND OMNIBUS ORDINANCE

Consider: Motion to Introduce an Omnibus Ordinance Amending Colma Municipal Code Subchapter 2.01 (Nuisance Abatement), Subchapter 1.12 (Administrative Hearings), and Sections Relating to Surplus Property, Signs, Recovery of Attorney's Fees, and Other Matters and to Waive a Further Reading of the Ordinance.

13. CLIMATE ACTION PLAN ADOPTION

- a) *Consider:* Motion to Adopt a Resolution Approving a Negative Declaration for the Town of Colma Climate Action Plan (CAP) (City Wide).
- b) *Consider:* Motion to Adopt a Resolution Adopting the Town of Colma Climate Action Plan (City Wide).

14. PLANNED DEVELOPMENT (PD) ZONE ORDINANCE AMENDMENT

- a) *Consider:* Motion to Introduce and Adopt an Urgency Ordinance Amending Colma Municipal Code Relating to Zones in Which a Planned Development Rezoning Can Occur.
- b) *Consider:* Motion to Introduce an Ordinance Amending the Colma Municipal Code Relating to Zones in Which a Planned Development Rezoning Can Occur and Waiving a Further Reading of the Ordinance.

STUDY SESSION

15. HILLSIDE BOULEVARD BEAUTIFICATION PROJECT

Consider: Motion to Select a Preferred Design Option for Hillside Boulevard Beautification Project Phase I and Direct Staff to Proceed with Preparing the Project Plans and Specifications for Construction.

16. FY 2013-14 PROPOSED BUDGET

This topic is for discussion only; no action will be taken.

NEW BUSINESS

17. COMMUNITIES OF DISTINCTION VIDEO OF COLMA

Consider: Motion Authorizing the City Manager to Negotiate a Contract with Communities of Distinction in a Form Acceptable to the City Attorney.

COUNCIL CALENDARING

REPORTS

Mayor/City Council
City Manager

Mayor Joanne del Rosario
Laura Allen

ADJOURNMENT

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**MINUTES
REGULAR MEETING**
City Council of the Town of Colma
Colma Community Center, 1520 Hillside Boulevard
Colma, CA 94014

**Wednesday, May 8, 2013
7:30 p.m.**

CALL TO ORDER

Mayor Joanne F. del Rosario called the Regular Meeting of the City Council to order at 7:30 p.m.

Council Present – Mayor Joanne F. del Rosario, Vice Mayor Joseph Silva, Council Members Diana Colvin, Helen Fisicaro and Raquel "Rae" Gonzalez were all present.

Staff Present – City Manager Laura Allen, City Attorney Roger Peters, Police Chief Jon Read, Director of Public Works Brad Donohue, Recreation Services Director Brian Dossey, Human Resources Manager Lori Burns, City Engineer Cyrus Kianpour, City Planner Michael Laughlin, Assistant Planner Turhan Sonmez and Administrative Technician III Caitlin Corley were in attendance.

ADOPTION OF THE AGENDA

Mayor del Rosario asked if there were any changes to the agenda. Council Member Fisicaro asked that item #9 be pulled to discuss at a future meeting and item #10 be pulled to discuss after the Consent Calendar.

Action: Council Member Fisicaro moved to adopt the agenda with the two changes; the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

REPORT FROM CLOSED SESSION

Mayor del Rosario stated that there was no reportable action taken at the closed session meeting on May 8, 2013 at 6:00 p.m.

PRESENTATIONS

Ed Lopez gave a presentation on the Wilderness School's recent programs.

PUBLIC COMMENTS

Mayor del Rosario opened the public comment period at 7:38 p.m. Albert Teglia of the Daly City Public Library Associates, Seana O’Shaughnessy of Rebuilding Together Peninsula and Rhonda Ceccato of Sitike Counseling Center made comments. The Mayor closed the public comment period at 7:50 p.m.

CONSENT CALENDAR

1. Motion to Accept the Minutes from the April 10, 2013 Regular Meeting.
2. Motion to Accept the Minutes from the April 22, 2013 Special Meeting.
3. Motion to Accept the Minutes from the April 23, 2013 Special Meeting.
4. Motion to Approve Report of Checks Paid for April 2013.
5. Motion to Adopt an Ordinance Amending the Colma Municipal Code Relating to Manufactured Housing, Emergency Shelters, Supportive Housing, Transitional Housing, and All Residential Development Sites Identified in the General Plan Housing Element (second reading).
6. Motion to Adopt a Resolution Confirming That Sewer Service Rates for 2013-14 Shall Be As Forth in Sections 3.04.160 and 3.04.170 of the Colma Municipal Code.
7. Motion to Adopt a Resolution Authorizing Contract for Pavement Rehabilitation on Hillside Boulevard and Amending 2012-2013 Budget to Add \$49,000 in SLPP Funding to the Public Works and Planning Department.
8. Motion to Accept the Grand Jury Report and Direct Staff to Forward the Attached Response Letter to the San Mateo County Grand Jury.
9. [Pulled from Agenda.]

Action: Council Member Fiscaro moved to approve the Consent Calendar items #1-8; the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

10. Motion to Adopt a Resolution Approving Third Amended Contract for City Attorney Services.
Council Member Fiscaro proposed extending the notice provision in the contract beyond 30 days. During the following discussion, the Council stated they would like six months’ notice.

Action: Council Member Fiscaro moved to Adopt a Resolution Approving Third Amended Contract for City Attorney Services and to direct the City Manager to negotiate amended terms

per the discussion; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

PUBLIC HEARING

11. COTTAGE FOOD OPERATIONS

Assistant Planner Turhan Sonmez presented the staff report. Mayor del Rosario opened the public hearing at 8:00 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed, and the Council stated that they would like to change the word, "family" to the phrase "immediate family" in the section 5.03.235(c)(3) of the proposed ordinance.

Action: Council Member Fiscaro moved to Introduce an Ordinance Amending Colma Municipal Code Subchapter 5.03, Relating to Cottage Food Operations, with the described change in language in section 5.03.235(c)(3), and Waive a Further Reading of the Ordinance; the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

12. NUISANCE ABATEMENT AND OMNIBUS ORDINANCE

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public hearing at 8:37 p.m. and seeing no one come forward to speak, she closed the public hearing.

Action: Council Member Colvin moved to Introduce an Omnibus Ordinance Amending Colma Municipal Code Subchapter 2.01 (Nuisance Abatement), Subchapter 1.12 (Administrative Hearings), and Sections Relating to Surplus Property, Signs, Recovery of

Attorney's Fees, and Other Matters and to Waive a Further Reading of the Ordinance; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

Mayor del Rosario called for a short recess at 8:45 p.m. The meeting resumed at 8:55 p.m.

13. CLIMATE ACTION PLAN

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public hearing at 9:15 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Fiscaro moved to Adopt a Resolution Approving a Negative Declaration for the Town of Colma Climate Action Plan (CAP) (City Wide); the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

Action: Council Member Fiscaro moved to Adopt a Resolution Adopting the Town of Colma Climate Action Plan (City Wide); the motion was seconded by Council Member Colvin and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

14. PLANNED DEVELOPMENT (PD) ZONE ORDINANCE AMENDMENT

City Planner Michael Laughlin presented the staff report. Mayor del Rosario opened the public hearing at 9:24 p.m. and seeing no one come forward to speak, she closed the public hearing. Council discussion followed.

Action: Council Member Colvin moved to Introduce and Adopt an Urgency Ordinance Amending Colma Municipal Code Relating to Zones in Which a Planned Development Rezoning Can Occur; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

Action: Council Member Fiscaro moved to Introduce an Ordinance Amending the Colma Municipal Code Relating to Zones in Which a Planned Development Rezoning Can Occur and Waive a Further Reading of the Ordinance; the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

STUDY SESSION

15. HILLSIDE BOULEVARD BEAUTIFICATION PROJECT

City Engineer Cyrus Kianpour presented the staff report. Mayor del Rosario opened the public comment period at 9:50 p.m. Residents Mary Brodzin and Pat Hatfield made comments. The Mayor closed the public comment period at 9:56 p.m. Council discussion followed.

Action: Council Member Fiscaro moved to Select 3a as the Preferred Design Option for Hillside Boulevard Beautification Project Phase I and Direct Staff to Proceed with Preparing

the Project Plans and Specifications for Construction; the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

16. FY 2013 14 PROPOSED BUDGET

City Manager Laura Allen presented the staff report. Mayor del Rosario opened the public comment period at 10:35 p.m. and seeing no one come forward to speak she closed the public comment period. Council discussion followed.

This topic was for discussion only; no action was taken.

NEW BUSINESS

17. Communities of Distinction

City Manager Laura Allen presented the staff report. Mayor del Rosario opened the public comment period at 11:05 p.m. and seeing no one come forward to speak she closed the public comment period. Council discussion followed.

Action: Council Member Fisicaro moved to authorize the City Manager to investigate alternative options for producing a promotional video for Colma; the motion was seconded by Vice Mayor Silva and carried by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Joanne F. del Rosario, Mayor	✓				
Joseph Silva	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
<i>Voting Tally</i>	5	0			

COUNCIL CALENDARING

There will be a Special Meeting on **Wednesday, May 22, 2013 at 6:00 p.m.** at the Colma Community Center.

The next Regular City Council Meeting will be on **Wednesday, June 12, 2013 at 7:30 p.m.** at the Colma Community Center.

The Mayor also announced that the July Regular Meeting will be on **Thursday, July 11, 2013 at 7:30 p.m.** at the Colma Community Center.

REPORTS

Council Members reported on the events listed below:

Joanne del Rosario

2013 Volunteer Dinner, 4/16

Chamber of Commerce Business to Business Event, 4/25

Seton Hospital 100th Anniversary, 5/4

Joe Silva

2013 Volunteer Dinner, 4/16

HEART Leadership Luncheon, 5/6

Diana Colvin

2013 Volunteer Dinner, 4/16

Helen Fiscaro

Progress Seminar, 4/12-4/14

2013 Volunteer Dinner, 4/16

HEART Executive Briefing and Benefit Luncheon, 5/6

ADJOURNMENT

The meeting was adjourned by Mayor del Rosario at 11:16 p.m.

Respectfully submitted,

Caitlin Corley
Administrative Technician II

Attachment D

Accident Reports

01-06-14

OTS STATS MONTH OF jan

Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)

Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*100409003
 Location..... EL CAMINO REAL/SERRAMONTE BL
 Date..... 04/09/2010
 Time..... 15:34
 Acc}DOW..... FRI
 Killed..... 0
 Injured..... 2
 Hit}Run..... 0
 Crime/Offense}Description. FAILURE TO YIELD
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21802 (A)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*100421003
 Location..... JUNIPERO SERRA BL/SERRAMONTE BL
 Date..... 04/21/2010
 Time..... 19:50
 Acc}DOW..... WED
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. UNSAFE TURN
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22107

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*100423002
 Location..... 1700 HILLSIDE BL; LUCKY CHANCES CASINO
 Date..... 04/23/2010
 Time..... 07:13
 Acc}DOW..... FRI
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. DRIVING UNDER THE INFLUENCE
 UNSAFE TURN
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*23152 (a)
 VC*22107

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*100513001
 Location..... 1700 HILLSIDE BL; LUCKY CHANCES CASINO
 Date..... 05/13/2010
 Time..... 02:32
 Acc}DOW..... THU
 Killed..... 0
 Injured..... 1

01-06-14

OTS STATS MONTH OF jan

Hit}Run..... 0
 Crime/Offense}Description.
 Primary Collision Factor.. OTHER IMPROPER DRIVING
 Crime/Offense.....

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*101108002
 Location..... 1300 EL CAMINO REAL; FIRST NATIONAL BANK
 Date..... 11/08/2010
 Time..... 18:02
 Acc}DOW..... MON
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description.
 Primary Collision Factor.. OTHER IMPROPER DRIVING
 Crime/Offense.....

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*101121002
 Location..... 200 COLMA BL; BEST BUY #873
 Date..... 11/21/2010
 Time..... 16:11
 Acc}DOW..... SUN
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*101214001
 Location..... EL CAMINO REAL/SERRAMONTE BL
 Date..... 12/14/2010
 Time..... 13:22
 Acc}DOW..... TUE
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. FAILURE TO STOP FOR RED LIGHT
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21453 (a)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110115004
 Location..... JUNIPERO SERRA BL/SERRAMONTE BL
 Date..... 01/15/2011
 Time..... 19:45
 Acc}DOW..... SAT
 Killed..... 0
 Injured..... 1

01-06-14

OTS STATS MONTH OF jan

Hit}Run..... 0
 Crime/Offense}Description. FAILURE TO STOP FOR RED LIGHT
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21453(a)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110615002
 Location..... 1150 EL CAMINO REAL; PAULS FLOWERS
 Date..... 06/15/2011
 Time..... 14:31
 Acc}DOW..... WED
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description.
 Primary Collision Factor.. OTHER IMPROPER DRIVING
 Crime/Offense.....

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110623002
 Location..... 1500 MISSION RD; HOLY CROSS CEMETERY
 Date..... 06/23/2011
 Time..... 10:32
 Acc}DOW..... THU
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. BICYCLE SHALL BE OPERATED SAME DIRE
 Primary Collision Factor.. OTHER THAN DRIVER
 Crime/Offense..... VC*21650.1

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110721004
 Location..... 1100 EL CAMINO REAL; GREENLAWN MEMORIAL
 PARK
 Date..... 07/21/2011
 Time..... 14:57
 Acc}DOW..... THU
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. UNSAFE BACKING/STARTING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22106

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110804001
 Location..... 1700 HILLSIDE BL; LUCKY CHANCES CASINO
 Date..... 08/04/2011
 Time..... 12:02
 Acc}DOW..... THU
 Killed..... 0

01-06-14
 Injured..... 0
 Hit}Run..... 0
 Crime/Offense}Description. WALKING ON ROADWAY
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21956

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*110920001
 Location..... JUNIPERO SERRA BL/SERRAMONTE BL
 Date..... 09/20/2011
 Time..... 15:43
 Acc}DOW..... TUE
 Killed..... 0
 Injured..... 3
 Hit}Run..... 0
 Crime/Offense}Description. UNSAFE TURN
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22107

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*111111003
 Location..... JUNIPERO SERRA BL/SOUTHGATE AV
 Date..... 11/11/2011
 Time..... 19:07
 Acc}DOW..... FRI
 Killed..... 0
 Injured..... 2
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*111203002
 Location..... JUNIPERO SERRA BL/SOUTHGATE AV
 Date..... 12/03/2011
 Time..... 13:57
 Acc}DOW..... SAT
 Killed..... 0
 Injured..... 2
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*111218002
 Location..... 1300B EL CAMINO REAL
 Date..... 12/18/2011
 Time..... 16:37
 Acc}DOW..... SUN
 Killed..... 0

01-06-14

OTS STATS MONTH OF jan

Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. DRIVING UNDER THE INFLUENCE
 . SPEEDING
 . UNSAFE TURN
 . DRIVING WHEN PRIVILEGE SUSPND/REVOK
 . UNLICENSED DRIVER
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*23152(a)
 . VC*22350
 . VC*22107
 . VC*14601.1(A)
 . VC*12500(a)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*120507004
 Location..... 1465 MISSION RD; AUTO EXOTICS
 Date..... 05/07/2012
 Time..... 17:03
 Acc}DOW..... MON
 Killed..... 0
 Injured..... 2
 Hit}Run..... 1
 Crime/Offense}Description. HIT & RUN
 Primary Collision Factor.. OTHER THAN DRIVER
 Crime/Offense..... VC*20002(A)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*120604001
 Location..... 400B SERRAMONTE BL
 Date..... 06/04/2012
 Time..... 08:07
 Acc}DOW..... MON
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*120703001
 Location..... COLMA BL/EL CAMINO REAL
 Date..... 07/03/2012
 Time..... 07:34
 Acc}DOW..... TUE
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. LEFT TURN RIGHT OF WAY
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21801(A)

01-06-14

Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)

Crime/Offense..... VC*22106

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*121006001
 Location..... EL CAMINO REAL/MISSION RD
 Date..... 10/06/2012
 Time..... 08:40
 Acc}DOW..... SAT
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*121111002
 Location..... EL CAMINO REAL/MISSION RD
 Date..... 11/11/2012
 Time..... 20:27
 Acc}DOW..... SUN
 Killed..... 0
 Injured..... 4
 Hit}Run..... 0
 Crime/Offense}Description. DRIVING UNDER THE INFLUENCE
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*23152 (a)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*130114001
 Location..... HILLSIDE BL/EVERGREEN AV
 Date..... 01/14/2013
 Time..... 08:04
 Acc}DOW..... MON
 Killed..... 0
 Injured..... 2
 Hit}Run..... 0
 Crime/Offense}Description. FAILURE TO YIELD
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21802 (A)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*130226005
 Location..... COLMA BL/JUNIPERO SERRA BL
 Date..... 02/26/2013
 Time..... 15:20
 Acc}DOW..... TUE
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. BICYCLE SHALL BE OPERATED SAME DIRE

01-06-14

OTS STATS MONTH OF jan

Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
Crime/Offense..... VC*22107

INJ ACCIDENT..... 1
ACCIDENT..... CLM*130525002
Location..... JUNIPERO SERRA BL/SERRAMONTE BL
Date..... 05/25/2013
Time..... 09:34
Acc}DOW..... SAT
Killed..... 0
Injured..... 2
Hit}Run..... 0
Crime/Offense}Description.
Primary Collision Factor.. OTHER THAN DRIVER
Crime/Offense.....

INJ ACCIDENT..... 1
ACCIDENT..... CLM*130527002
Location..... 2003 HILLSIDE BL
Date..... 05/27/2013
Time..... 07:39
Acc}DOW..... MON
Killed..... 3
Injured..... 1
Hit}Run..... 0
Crime/Offense}Description. DUI - CAUSING INJURY
Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
Crime/Offense..... VC*23153(a)

INJ ACCIDENT..... 1
ACCIDENT..... CLM*130611003
Location..... 600 SERRAMONTE BL; SERRAMONTE VOLKSWAGEN
OUTLET
Date..... 06/11/2013
Time..... 18:24
Acc}DOW..... TUE
Killed..... 0
Injured..... 1
Hit}Run..... 0
Crime/Offense}Description. RIDING BICYCLE ON WRONG SIDE ROAD
Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
Crime/Offense..... VC*21202(a)

INJ ACCIDENT..... 1
ACCIDENT..... CLM*130625001
Location..... 2103 HILLSIDE BL; WEST FLOWERS
Date..... 06/25/2013
Time..... 00:05
Acc}DOW..... TUE
Killed..... 0
Injured..... 1
Hit}Run..... 0

01-06-14

OTS STATS MONTH OF jan

Crime/Offense}Description. DRIVING UNDER THE INFLUENCE
 . UNSAFE TURN
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*23152 (a)
 . VC*22107

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*130929001
 Location..... 1370 EL CAMINO REAL; CYPRESS LAWN CEMETE
 RY ASSOCIATION
 Date..... 09/29/2013
 Time..... 12:29
 Acc}DOW..... SUN
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. LEFT TURN RIGHT OF WAY
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21801 (A)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*131009003
 Location..... EL CAMINO REAL/SERRAMONTE BL
 Date..... 10/09/2013
 Time..... 21:16
 Acc}DOW..... WED
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. SPEEDING
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*22350

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*131014001
 Location..... 1 SERRA CENTER; SERRA CENTER
 Date..... 10/14/2013
 Time..... 09:19
 Acc}DOW..... MON
 Killed..... 0
 Injured..... 1
 Hit}Run..... 0
 Crime/Offense}Description. PEDESTRIAN CROSSING AGAINST "DON'T
 Primary Collision Factor.. VC SECTION VIOLATED (SEE CODE)
 Crime/Offense..... VC*21456 (b)

INJ ACCIDENT..... 1
 ACCIDENT..... CLM*131014004
 Location..... EL CAMINO REAL/F ST
 Date..... 10/14/2013
 Time..... 20:38
 Acc}DOW..... MON

accident report
01/01/2010 - 11/01/2013

Date.....	Location.....	pcf.....	Accide
01/02/2010	SERRAMONTE BL/EL CAMINO REAL	23152 (a) 22350	REAR E
01/06/2010	5001 JUNIPERO SERRA BL; TARGET		BROADS
01/11/2010	HILLSIDE BL/SERRAMONTE BL	21804 (a)	HEAD-O
01/28/2010	1361 EL CAMINO REAL; KOLLMANN & SUTTER	21658 (a)	SIDESW
01/31/2010	81 COLMA BL; NORDSTROM RACK		SIDESW
02/11/2010	2500B HILLSIDE BL	22350	HIT OB
02/13/2010	1700 HILLSIDE BL; LUCKY CHANCES CASINO	22350	SIDESW
02/26/2010	1199 EL CAMINO REAL; COLMA POLICE DEPART MENT		REAR E
03/06/2010	2 COLMA BL; HOME DEPOT	20002 (A)	SIDESW
03/07/2010	SERRAMONTE BL/HILLSIDE BL	21804 (a)	BROADS
03/10/2010	2 COLMA BL; HOME DEPOT	22350	VEHICL
03/12/2010	5001 JUNIPERO SERRA BL; TARGET		SIDESW
03/16/2010	EL CAMINO REAL/SERRAMONTE BL		HIT OB
03/19/2010	400 SERRAMONTE BL		REAR E
03/26/2010	5075 JUNIPERO SERRA BL; PETCO	22106	SIDESW
03/26/2010	5001 JUNIPERO SERRA BL; TARGET	20002 (A)	REAR E
03/27/2010	999 SERRAMONTE BL; SERRAMONTE FORD INC		SIDESW
04/09/2010	EL CAMINO REAL/SERRAMONTE BL	21802 (A)	HEAD-O
04/18/2010	5001 JUNIPERO SERRA BL; TARGET	22106	VEHICL
04/21/2010	JUNIPERO SERRA BL/SERRAMONTE BL	22107	SIDESW
04/23/2010	1700 HILLSIDE BL; LUCKY CHANCES CASINO	23152 (a) 22107	HIT OB
04/30/2010	EL CAMINO REAL/SERRAMONTE BL	23152 (a)	HIT OB
05/08/2010	JUNIPERO SERRA BL/SERRAMONTE BL	21804 (a) 20002 (A)	REAR E
05/12/2010	500 COLLINS AV; SERRAMONTE FORD FLEET SE RVICE		REAR E
05/13/2010	1700 HILLSIDE BL; LUCKY CHANCES CASINO	22350	HIT OB
05/18/2010	1700 HILLSIDE BL; LUCKY CHANCES CASINO	20002 (A)	OTHER
05/23/2010	456 D ST; NETWORK CONSULTANTS		OTHER
05/25/2010	2 COLMA BL; HOME DEPOT	22106	REAR E
05/31/2010	5001 JUNIPERO SERRA BL; TARGET	22106	SIDESW
07/01/2010	MISSION ST/C ST	21804 (a)	VEHICL
07/03/2010	1200 EL CAMINO REAL; KOHLS	22350	REAR E
07/08/2010	JUNIPERO SERRA BL/SERRAMONTE BL	21453 (a)	HEAD-O
07/10/2010	COLMA BL/JUNIPERO SERRA BL	22100 (A) 16028 (a)	HEAD-O
07/28/2010	81 COLMA BL; NORDSTROM RACK	22107	SIDESW
08/13/2010	280 METRO; METRO MALL	22107	SIDESW
08/18/2010	111 COLMA BL; BURGER KING	23152 (a) 23152 (b)	HIT OB
08/23/2010	JUNIPERO SERRA BL/SERRAMONTE BL	22101 (b)	SIDESW
08/27/2010	LAWNDALE BL/HILLSIDE BL		BROADS
08/29/2010	65 COLMA BL; MARSHALLS	22106	REAR E
09/06/2010	5001 JUNIPERO SERRA BL; TARGET	22107	SIDESW
09/18/2010	5001 JUNIPERO SERRA BL; TARGET		OTHER

accident report
01/01/2010 - 11/01/2013

Date.....	Location.....	pcf.....	Accide
	PARK		
08/04/2011	1700 HILLSIDE BL; LUCKY CHANCES CASINO		VEHICL
08/06/2011	2 COLMA BL; HOME DEPOT		OTHER
08/10/2011	JUNIPERO SERRA BL/PHILLIP DR		HIT OB
08/14/2011	417 C ST		BROADS
08/28/2011	81 COLMA BL; NORDSTROM RACK	22106	HEAD-O
08/28/2011	700 SERRAMONTE BL; LEXUS OF SERRAMONTE	22107	REAR E
08/29/2011	E ST/CLARK AV	22107	REAR E
09/05/2011	524 C ST	22106	BROADS
09/05/2011	1900B HILLSIDE BL	21956	VEHICL
09/07/2011	1701 HILLSIDE BL; CYPRESS LAWN CEMETERY		HIT OB
09/10/2011	EL CAMINO REAL/SERRAMONTE BL	22350	BROADS
09/12/2011	HILLSIDE BL/EVERGREEN AV	23152 (a)	HIT OB
09/12/2011	81 COLMA BL; NORDSTROM RACK	22106	SIDESW
09/17/2011	1801 HILLSIDE BL; SERBIAN CEMETERY		REAR E
09/20/2011	JUNIPERO SERRA BL/SERRAMONTE BL	22107	BROADS
09/23/2011	5001 JUNIPERO SERRA BL; TARGET	20002 (a) (1)	SIDESW
09/27/2011	1700 MISSION RD	22106	HIT OB
09/29/2011	5001 JUNIPERO SERRA BL; TARGET	22106	HEAD-O
10/11/2011	119 COLMA BL; BARNES & NOBLE BOOKSELLERS	22106	REAR E
10/12/2011	711 SERRAMONTE BL; SERRAMONTE VW	22107	SIDESW
10/15/2011	535 D ST; ALLEN RESIDENCE	22106	REAR E
10/17/2011	1680 HILLSIDE BL; LUCKY CHANCES PARKING LOT		SIDESW
10/19/2011	HILLSIDE BL/SERRAMONTE BL	21804 (a)	BROADS
10/29/2011	1700 HILLSIDE BL; LUCKY CHANCES CASINO	22106	BROADS
10/30/2011	5001 JUNIPERO SERRA BL; TARGET	22106	SIDESW
11/03/2011	4000B JUNIPERO SERRA BL	23152 (a)	HEAD-O
		22107	
11/11/2011	JUNIPERO SERRA BL/SOUTHGATE AV	22350	HEAD-O
11/18/2011	200 COLMA BL; BEST BUY #873	22106	REAR E
11/23/2011	EL CAMINO REAL/F ST		BROADS
12/01/2011	1301 EL CAMINO REAL; HILLS OF ETERNITY MEMORIAL PARK	22107	OTHER
12/03/2011	JUNIPERO SERRA BL/SOUTHGATE AV	22350	REAR E
12/16/2011	HILLSIDE BL/OLIVET PY	20002 (a) (1)	OTHER
		23109 (a)	
12/16/2011	1700B HILLSIDE BL	20002 (a) (1)	OTHER
12/18/2011	1300B EL CAMINO REAL	21804 (a)	BROADS
12/27/2011	JUNIPERO SERRA BL/SERRAMONTE BL	22350	REAR E
12/30/2011	1655 MISSION RD; MOLLOY'S TAVERN	20002 (a) (1)	OTHER
01/05/2012	200 COLMA BL; BEST BUY #873	22106	REAR E
01/09/2012	119 COLMA BL; BARNES & NOBLE BOOKSELLERS	22106	HIT OB
01/09/2012	HILLSIDE BL/SERRAMONTE BL	22350	REAR E
01/13/2012	1370 EL CAMINO REAL; CYPRESS LAWN CEMETERY ASSOCIATION	21804 (a)	REAR E
01/16/2012	101 COLMA BL; PIER 1 IMPORTS	22106	BROADS
01/28/2012	JUNIPERO SERRA BL/SERRAMONTE BL	10851 (a)	SIDESW

accident report
01/01/2010 - 11/01/2013

Date.....	Location.....	pcf.....	Accide
07/19/2012	5001 JUNIPERO SERRA BL; TARGET	22107	SIDESW
07/30/2012	JUNIPERO SERRA BL/SERRAMONTE BL		SIDESW
07/31/2012	JUNIPERO SERRA BL/SERRAMONTE BL	20001	HIT OB
		22101 (b)	
08/02/2012	1448 MISSION RD		HIT OB
08/08/2012	1700 HILLSIDE BL; LUCKY CHANCES CASINO		BROADS
08/10/2012	2 COLMA BL; HOME DEPOT		SIDESW
08/10/2012	EL CAMINO REAL/HICKEY BL		SIDESW
08/12/2012	303 HOFFMAN ST		VEHICL
08/12/2012	1700 HILLSIDE BL; LUCKY CHANCES CASINO		OTHER
08/17/2012	SERRAMONTE BL/JUNIPERO SERRA BL	23152 (a)	HIT OB
		23152 (b)	
08/19/2012	4925 JUNIPERO SERRA BL; MICHAELS STORES	22106	VEHICL
09/03/2012	HILLSIDE BL/EVERGREEN AV	22106	REAR E
09/22/2012	485 SERRAMONTE BL; HONDA OF SERRAMONTE	20002 (A)	HIT OB
09/30/2012	5001 JUNIPERO SERRA BL; TARGET	22107	SIDESW
10/06/2012	EL CAMINO REAL/MISSION RD	22350	REAR E
10/14/2012	280 METRO; METRO MALL	22107	REAR E
11/10/2012	5001 JUNIPERO SERRA BL; TARGET		SIDESW
11/11/2012	91 COLMA BL; HOME DEPOT PRO	21800 (a)	SIDESW
11/11/2012	EL CAMINO REAL/MISSION RD	23152 (a)	BROADS
11/14/2012	HILLSIDE BL/SERRAMONTE BL	22350	REAR E
11/20/2012	700 SERRAMONTE BL; LEXUS OF SERRAMONTE	21804 (a)	BROADS
11/21/2012	1370 EL CAMINO REAL; CYPRESS LAWN CEMETE RY ASSOCIATION	22107	SIDESW
11/22/2012	JUNIPERO SERRA BL/METRO		HIT OB
12/01/2012	2 COLMA BL; HOME DEPOT	20002 (A)	SIDESW
12/03/2012	EL CAMINO REAL/F ST	22105	BROADS
12/05/2012	53 COLMA BL; STYLES FOR LESS	20002 (A)	SIDESW
12/06/2012	JUNIPERO SERRA BL/COLMA BL	22107	HIT OB
12/09/2012	1773 MISSION RD; PRECISION ROOFING INC	23152 (a)	REAR E
12/11/2012	2499 HILLSIDE BL; PACIFIC NURSERIES	22107	HIT OB
12/15/2012	200 COLMA BL; BEST BUY #873	22350	HEAD-O
01/06/2013	2499 HILLSIDE BL; PACIFIC NURSERIES	23152 (a)	HIT OB
01/12/2013	65 COLMA BL; MARSHALLS		HIT OB
01/14/2013	HILLSIDE BL/EVERGREEN AV	21802 (A)	BROADS
01/14/2013	EL CAMINO REAL/SERRAMONTE BL	20002 (A)	REAR E
01/18/2013	5001 JUNIPERO SERRA BL; TARGET	22107	SIDESW
01/25/2013	475 SERRAMONTE BL; ACURA OF SERRAMONTE	20002 (A)	SIDESW
01/30/2013	2 COLMA BL; HOME DEPOT	20002 (A)	SIDESW
02/03/2013	1000B EL CAMINO REAL	23152 (a)	BROADS
02/07/2013	5000B JUNIPERO SERRA BL		REAR E
02/20/2013	1733 HILLSIDE BL	22107	SIDESW
02/26/2013	COLMA BL/JUNIPERO SERRA BL	21650.1	HEAD-O
03/07/2013	JUNIPERO SERRA BL/SERRAMONTE BL		REAR E
03/23/2013	JUNIPERO SERRA BL/SERRAMONTE BL	22350	REAR E
03/24/2013	COLLINS AV/EL CAMINO REAL	23152 (a)	HIT OB
		23152 (b)	

accident report
01/01/2010 - 11/01/2013

Date..... Location..... pcf..... Accide

accident report
01/01/2010 - 11/01/2013

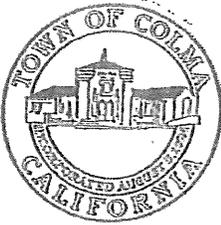
Date..... Location..... pcf..... Accide

Attachment E

SMCO Comprehensive Bicycle and
Pedestrian Plan - Page 57

Attachment F

Endorsement Letter from City Manager



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

January 16, 2014

City Council

Helen Fiscaro
Mayor

Raquel Gonzalez
Vice Mayor

Joanna F. del Rosario
Council Member

Joseph Silva
Council Member

Diana Colvin
Council Member

City Treasurer

Laura Walsh

City Officials

William C. Norton
Interim City Manager

Jon Read
Chief of Police

Roger Peters
City Attorney

Cyrus Kianpour
City Engineer

Brad Donohue
Public Works Director

Michael Laughlin, AICP
City Planner

Brian Dossey
Director of Recreation
Services

Lori Burns
Human Resources Manager

San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070

***Re: Endorsement of Town of Colma Application for Measure A
Pedestrian and Bicycle Program Funds***

To Whom it May Concern:

Thank you for considering the Town of Colma's application for Measure A Pedestrian and Bicycle Program Funds for the Hillside Boulevard Improvements, Phase I project. Completion of this project will provide significant pedestrian and bicycle safety improvements where they do not currently exist. This project also promotes multimodal safe travel to community center and museum located at 1500 Hillside Boulevard and connectivity to El Camino Real which allows access to bus facilities on ECR and access to the Colma Bart Station.

The Town of Colma Council will be asked to take formal action in support of this project at their meeting of February of 2014. A certified copy of their resolution supporting of this project will be forwarded to your attention promptly upon execution.

Thank you for considering of our application.

Sincerely,

William Norton
Interim City Manager

cc: Director of Public Works

Attachment G

Non-Supplantation of Funds Certificate



San Mateo County Transportation Authority
Measure A Sales Tax Program

Non-Supplantation of Funds Certification

This certification, which is a required component of the sponsor's grant application, affirms that San Mateo County Transportation Authority Measure A Pedestrian and Bicycle Program funds will be used to supplement (add to) existing funds, and will not supplant (replace) existing funds that have been appropriated for the same purpose. Potential supplantation will be examined in the application review as well as in the pre-award review and post award monitoring.

Funding may be suspended or terminated for filing a false certification in this application or other reports or documents as part of this program.

Certification Statement:

I certify that any funds awarded under the San Mateo County Transportation Authority Measure A Pedestrian and Bicycle Program Call for Projects covering Fiscal Years 2014 and 2015 will be used to supplement existing funds for program activities, and will not replace existing funds or resources.

Project Name: Hellendo Boulevard Improvements Phase I

Sponsor: Town of Cooma

William C. Norton
PRINT NAME

Interim City Manager
TITLE*

William C. Norton
SIGNATURE

1-15-14
DATE

* This certification shall be signed by the City or County Manager or other such top-ranking official of the sponsor's organization

Attachment H

Letters of Support



OFFICE OF THE CHIEF OF POLICE
1199 El Camino Real
Colma, California 94014-3211
650-997-8321



January 14, 2014

San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070

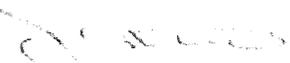
Re: Letter of Project Support for Town of Colma Application for Measure A Pedestrian and Bicycle Program Funds

To Whom it May Concern:

Colma Police Chief, Jon C. Read is pleased to support the Town of Colma application for Measure A Pedestrian and Bicycle Program Funds for the Hillside Boulevard Improvements, Phase I project. Once complete, this project will provide an important connection for bicyclist and pedestrian in an underserved area of the Town of Colma. The completed Hillside Boulevard Improvements, Phase I project will connect to other transportation modes such as bus facilities on El Camino Real and access to the Colma Bart Station, likely alter the mode share even further, creating even more demand for nonautomotive transportation infrastructure.

Colma Police Chief, Jon C. Read hopes that you will consider funding the Hillside Boulevard Improvements, Phase I project and provide an important boost to this community-transforming project.

Sincerely,


Jon C. Read
Chief of Police
Colma Police Department
650-997-8344



TOWN OF COLMA RECREATION SERVICES
1520 Hillside Boulevard • Colma, California 94014-2869
Tel 650-985-5678 • Fax 650-997-3796

January 14, 2014

San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070

Re: Letter of Project Support for Town of Colma Application for Measure A Pedestrian and Bicycle Program Funds

To Whom it May Concern:

The Colma Community Center is pleased to support the Town of Colma application for Measure A Pedestrian and Bicycle Program Funds for the Hillside Boulevard Improvements, Phase I project. Once complete, this project will provide an important connection for bicyclist and pedestrian in an underserved area of Town of Colma. The completed Hillside Boulevard Improvements, Phase I project will connect to other transportation modes such as bus facilities on El Camino Real and access to the Colma Bart Station, likely alter the mode share even further, creating even more demand for nonautomotive transportation infrastructure.

We hope that you will consider funding the Hillside Boulevard Improvements, Phase I project and provide an important boost to this community-transforming project.

Sincerely,

Brian Dossey
Director of Recreation Services
1520 Hillside Blvd.
Colma, CA 94014
650-985-5690
bdossey@colma.ca.gov

RESOLUTION NO. xx – xx
Of The City Council Of The Town Of Colma

**RESOLUTION SUPPORTING THE SUBMITTAL AN APPLICATION FOR MEASURE A
PEDESTRIAN AND BICYCLE PROGRAM FUNDING RELATED TO THE HILLSIDE
BOULEVARD IMPROVEMENTS, PHASE I**

The City Council of the Town of Colma resolves:

1. Findings.

The City Council finds that:

Pedestrian and bicycle improvements on Hillside Boulevard between Hoffman St. and approximately 600 feet North of Serramonte Blvd are needed, and;

The Hillside Boulevard Improvements Phase I Project will address this need, and;

It is estimated that the total project costs are approximately \$1.5 million dollars, and;

The Town wishes to sponsor this roadway improvement project, and;

The City seeks \$177,541 for pedestrian and bicycle improvements along Hillside Boulevard between Hoffman St. and Serramonte Blvd., and;

On June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 25 years, with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

On November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA the half-cent transactions and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan beginning January 1, 2009 (New Measure A); and

TA issued a Call for Projects for the Measure A Pedestrian and Bicycle Program on December 9, 2013, and

TA requires a governing board resolution from the Town in support of the Town's application for \$177,541 in San Mateo County Measure A Pedestrian and Bicycle Program funds for the Hillside Blvd. Improvements, Phase I;

TA requires a governing board resolution from the Town committing the Town to the completion of new bike lanes, pedestrian sidewalks, ADA ramps and crosswalks including the commitment of any matching funds needed for implementation, and

The City Manager prepared and submitted an endorsement letter on behalf of the Town for inclusion in the application package, subject to adoption of this resolution.

2. Order.

Now, therefore, the City Council of the Town of Colma:

(a) Directs staff to submit an application for TA Measure A Pedestrian and Bicycle Program funds for \$177,541 for pedestrian and bicycle improvements included in the Hillside Boulevard Improvements, Phase I, *nunc pro tunc*.

(b) Authorizes the City Manager to execute a funding agreement with the San Mateo County Transportation Authority to encumber any TA Measure A Pedestrian and Bicycle Program funds awarded.

(c) Commits \$1,215,000 to the completion of Hillside Boulevard Phase I Improvements, including the commitment of any matching funds needed for implementation, if the Town is awarded the requested TA Measure A funds.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-## was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____

Sean Rabe', City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Roger C. Peters, City Attorney

VIA: Sean Rabé, City Manager 

MEETING DATE: February 13, 2014

SUBJECT: Charitable Donations Policy

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADDING SUBCHAPTER 4.03 TO THE COLMA ADMINISTRATIVE CODE,
RELATING TO GRANTS AND DONATIONS, AND RE-NUMBERING OTHER SECTIONS

EXECUTIVE SUMMARY

The proposed policy would authorize the City Council to approve grants and donations to charitable organizations and governmental agencies for a public purpose. The policy includes a list of the types of programs and projects that are eligible for grant funding, such as providing food, shelter or clothing to a needy population that includes residents of Colma. The amount of the grant must be roughly proportional to the benefit provided by the organization to the Town or its residents or businesses.

The proposed policy sets forth limitations on grants, such as a prohibition against using grant funds to pay off existing debts, to support religious teachings, or to support a political campaign.

Currently, grant applications are filed before the Council approves or even sees the annual budget. The proposed policy provides that applications shall be filed between July 1 to August 1 of each year, which would be after the City Council has approved the annual budget. Thus, under the proposed policy, when the City Council adopts its annual budget in May or June of each year, it would appropriate a lump sum for all charitable donations. Then, in September or October, the Council would allocate that money among all the worthy applicants.

Finally, the proposed policy requires the recipient to enter into an agreement with the Town, which obligates the recipient to spend the grant as promised, and to provide a report to the City Council about how the recipient spent the grant money.

FISCAL IMPACT

The adoption of this policy will not require an adjustment to the Town's budget.

BACKGROUND

For several years, the City Council has made charitable donations to non-profits, following an unwritten policy. Following a request by a council member, staff researched the policies and procedures of several national foundations, and presented a draft policy to the City Council at a study session in November 2013. Following that meeting, staff sent to each 2013 grant recipient a packet of information about the proposed grant policy. The packet included:

- A summary explanation of the policy
- Questionnaire
- Form: Request to Determine Eligibility for Grant Funding
- Form: Application for Grant Funds
- Form: Contract for Use of Grant Funds

Three 2013 grant recipients returned their questionnaires to the Town, and each gave favorable ratings to the proposed grant policy. One recipient reported that the new timeline would cause the organization some inconvenience, but in a telephone interview, the Executive Director stated that the new timeline would not cause the organization any funding problems, that the inconvenience "was not a big deal", and that the organization can work with the new timeline.

ANALYSIS

Grant Purposes and Limitations

The California Constitution prohibits general law cities from making gifts of public funds. In determining whether an appropriation of public funds is a gift, the courts have established these principles:

1. The expenditure must serve a public purpose; it must serve the community at large. Otherwise, it is a gift of public funds.
2. An expenditure that provides benefits to the public and private persons at the same time is permissible if, upon weighing the benefits, there is a "direct and substantial" benefit to the public with only an "incidental" benefit to private persons.

Using these principles as its foundation, the proposed policy states that the Council may authorize a donation to a charitable organization for any of the following purposes:

- When there is an identifiable benefit to the Town or the public, such as a grant to the Boys and Girls Club for after-school activities, which would reduce the need for law enforcement activities related to juvenile delinquencies;

- When the organization provides a public service that complements or enhances a service that the Town of Colma also provides to its residents or businesses, such as a grant to a Tree Foundation to plant trees along a city street; or
- When the organization provides a public service that the Town could provide to its residents or businesses but chooses not to, such as providing food, shelter or clothing to needy persons.

Grants cannot be given to fund existing debts; to a religious organization unless it is for a general need and the project does not promote the teachings of a particular church; or to support a political campaign. Grants will be made with the understanding that the Town has no obligation or commitment to provide any additional support to the grantee.

Eligible Organizations; Rough Proportionality

Grants may only be made to 501(c)(3) charities and government organizations. The organization's mission must include providing a benefit to a defined geographical area that encompasses the Town of Colma (for example, a Food Pantry that serves residents of San Mateo County); the organization's governing board must reflect the diverse interests of the community; and the organization must have policies and procedures to assure that the grant's purposes are met.

The amount of a grant must be roughly proportional to the benefit provided by the organization to the Town or its residents or businesses. Thus, it would be appropriate to fund X% of the organization's costs of meals for needy persons if X% of the organization's clients resided in Colma. Conversely, it would be improper to fund 100% of an organization's needs if only X % of its clients came from Colma. This determination does not have to be made with precise mathematical accuracy; rather, this determination should be made in the discretion of the City Council based on substantial supporting evidence.

Grant Application and Agreement

Currently, applicants must complete an application for a grant. The proposed policy continues this practice and specifies what information is required in the grant application. At the November study session, the Council made clear its desire that the charitable organizations not be required to provide duplicates of information and documents that the Town already had in its possession. To facilitate this goal, staff prepared two forms: (1) a Request for Determination of Eligibility for Grant Funding, and (2) an Application for Grant Funding.

The Request for Determination would need to be completed only once -- when the applicant first applies for a grant. It calls for information about the organization's mission, history, and goals; evidence that the organization's governing board is selected to reflect the community it serves; and policies and procedures to assume that the terms of all grants are satisfied; and the organization's tax-exempt documentation. Each year thereafter, when the applicant applies for a grant, the applicant would need only to verify that the information is up-to-date and, if not, to provide the current information.

The Application for Grant Funding calls for information about the grant itself, such as the amount, purpose, and description of the grant; identity of partners; and a budget for the program or project being funded.

The proposed policy calls for the grant recipient to sign a Contract for Use of Grant Funds. In the contract, the recipient promises to use the funds for the purpose stated in the application, to adhere to the limitations described in this Staff Report, and to file a report with the Town at the end of the year or conclusion of the program or project.

Transition

Until June 30, 2015, the City Manager is authorized to make exceptions to the procedures set forth in the resolution whenever the requirements in the resolution causes a hardship on the operations of an eligible organization. The City Manager is required to promptly report the change to the City Council along with a recommendation whether the policy should be amended.

Re-Numbering

To keep the Administrative Code orderly and user-friendly, a new chapter, "Chapter Four – Financial Management" will be added. The subchapter on "Budget Procedures" and the subchapter on "Investment Policies" are being moved from Chapter One to Chapter Four. Each of the sections in these subchapters are being re-numbered to reflect their new location. Thus, Chapter Four of the Colma Administrative Code will consist of these subchapters:

Chapter Four – Financial Management

4.01 – Budget Procedures and Reserve Policies

4.02 – Investment Policy

4.03 – Grants and Donations

Alternative

The alternative - to not adopt policies and procedures -- would increase the risk of making a donation for an improper purpose or in an inefficient or unfair manner.

CONCLUSION

Staff recommends that the proposed resolution be adopted to assure that all donations for charitable purposes are lawfully made and that there will be a fair and efficient process for reviewing and approving requests for charitable donations.

ATTACHMENTS

- A. Resolution
- B. Completed Questionnaires (3)

**RESOLUTION NO. 2014-##
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION ADDING SUBCHAPTER 4.03 TO THE
COLMA ADMINISTRATIVE CODE, RELATING TO GRANTS AND DONATIONS,
AND RE-NUMBERING OTHER SECTIONS**

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. CAC SUBCHAPTER 4.03 ADDED ¹

The Colma Administrative Code is amended by adding thereto Subchapter 4.03, to state as follows:

CHAPTER FOUR: FINANCIAL MANAGEMENT

Subchapter 4.03: Grants and Donations

4.03.010 Purposes of Subchapter

The purposes of this subchapter are to establish policies and procedures for assuring that all donations for charitable purposes are lawful and for establishing a fair and efficient process for reviewing and approving requests for grants or donations.

4.03.020 Criteria for Approving Grants and Donations

(a) *Rule.* The City Council shall not approve any expenditure that would constitute a gift of public funds. In determining whether a grant or donation is a gift of public funds, the City Council must find that:

(1) The expenditure will serve a public purpose; that is, that the expenditure will serve the Colma community at large; and

(2) For an expenditure that provides benefits to the public and private persons at the same time, there is a direct and substantial benefit to the public with only an incidental benefit to private persons.

(b) *Purposes.* The City Council may appropriate money from the General Fund for any of the following purposes:

(1) When there is an identifiable benefit to the Town or the community at large;

¹ Text that was added to the November draft is shown with underlining; text that was deleted from the November draft is shown with strike-through lines. These markings and deleted text will be removed from the final version that is adopted by the Council.

- (2) When the recipient organization provides a service that complements or enhances a service that the Town of Colma also provides to its residents or businesses; or
- (3) When the recipient organization provides a service that the Town could provide to its residents or businesses but chooses not to.

(c) *Examples.* Provided that the appropriation complies with paragraph (a) and is for at least one of the purposes in paragraph (a), the City Council may appropriate funds for programs or projects that:

- (1) Provide shelter, food or clothing to needy persons;
- (2) Provide physical and mental health services to needy persons;
- (3) Benefit the health and wellness of Colma youth, seniors (aged 62+) and residents who are physically or mentally impaired;
- (4) Educate and engage citizens;
- (5) Improve scientific literacy through increased access to math, science & technology education;
- (6) Beautify public areas within Colma;
- (7) Promote energy efficiency or support the Town's Climate Action Plan;
- (8) Evaluate, protect, or improve natural areas and resources;
- (9) Support the Towns Sustainable Communities Strategy; or
- (10) Support historic preservation.

(d) *Rough Proportionality.* The amount of each grant must be roughly proportional to the benefit provided by the organization to the Town or its residents and businesses.

4.03.030 Eligible Organizations; Rough Proportionality Required

(a) Grants may only be made to a governmental entity; an organization that is organized and operated exclusively for religious, charitable, literary, scientific, or educational purposes and is exempt from tax under Internal Revenue Code section 501(c)(3); or, a chamber of commerce that is exempt from tax under Internal Revenue Code section 501(c)(6).

(b) For an organization to be eligible:

- (1) The organization's mission must include providing a public benefit to the residents or businesses of a defined geographic area that encompasses the Town of Colma;

- (2) The organization's governing board must reflect the diverse composition and different perspectives of the community it serves, and its members must not be drawn solely from a single subset of the community; and
- (3) The organization must have policies and procedures to ensure that the terms and conditions of all grants are satisfied.

4.03.040 Grant Limitations

- (a) Grants cannot be used to fund existing obligations, debts or liabilities.
- (b) Grants are made with the understanding that the Town has no obligation or commitment to provide any additional support to the grantee.
- (c) Town funds should not be used to support national and regional charitable organizations; instead, they should be supported by individual and corporate donations.
- (d) Requests for grants from religious organizations will be considered only if a general need is being met and the project does not promote the teachings of a particular church denomination.
- (e) Grants may not be used for any political campaign or to support attempts to influence the legislature or any governmental body other than through making available the results of nonpartisan analysis, study and research.
- (f) The grantee shall not discriminate on the basis of race, color, religion, gender, age, weight, height, sexual orientation, marital status, national origin, disability or other characteristic protected by law.

4.03.050 Request for Determination of Eligibility for Grant Funding

- (a) An applicant shall first submit a request for determination of eligibility for grant funding on a form prescribed by the City Manager, which shall state the following:
 - (1) Organizational Information, preferably no longer than one page, summarizing the organization's history, mission, goals, current programs, and the population served;
 - (2) A description of the population served by the organization;
 - (3) Evidence that the organization's governing board reflects the diverse composition and different perspectives of the community it serves, and that its members are not drawn solely from a single subset of the community; and
 - (4) Policies and procedures adopted by the organization to ensure that the terms and conditions of all grants are satisfied.
- (b) The Request for Determination of Eligibility shall be accompanied by documentation of the organization's eligibility, i.e.:

- (1) An IRS letter of tax exemption under IRC sections 501(c)(3) for charitable organizations;
- (2) An IRS letter of tax exemption under IRC section 501(c)(6), for chambers of commerce; or
- (3) Articles of Incorporation, statutory reference, or similar documentation, for a governmental entity.

(c) The organization needs to file the foregoing information only once. Each year afterwards, the organization must verify that the information is still current and, if not, must update each item of new or changed information.

4.03.060 Grant Applications

An application for a charitable donation shall be made on a form prescribed by the City Manager and shall state the following:

- (1) Program or project title;
 - (2) Purpose of the grant (not more than two sentences);
 - (3) Timeline for accomplishing the project or program;
 - (4) List of all previous requests to the Town within the previous five years;
 - (5) Summary of the program or project, including an action plan and timetable for implementation;
 - (6) A succinct statement of how the grant meets the criteria in section 4.04.020, and how the Colma community would benefit from this project;
 - (7) Identity of partners in the project and their roles;
 - (8) An evaluation plan that includes a description of how the applicant will define the success of the program or project;
 - (9) A detailed budget for the program or project.
- (b) Grant applications should be brief and to the point.
- (c) A charitable organization must attach one copy of each of the following documents to the application:
- (1) Roster of current governing board members;
 - (2) Annual operating budgets for the organization for the preceding year, the current year and the projected next year; and

- (3) If the organization is operating at a deficit, an explanation of cause of the deficit and what the organization is doing to eliminate expected year-end deficits.

4.03.070 Grant Application Timeline

- (a) On or before July 1 of each year, the City Council may include in its budget for the upcoming fiscal year a total amount that may be granted and donated to charitable organizations and governmental entities in accordance with this subchapter.
- (b) During the period from July 1 to August 1 of each year, any eligible charitable organization or governmental entity may submit an application to the Town for a grant. Thereafter, the City Clerk shall notify each applicant whether its application is complete and the date when the City Council will consider the application.
- (c) As soon thereafter as practical, the City Council shall consider all applications for grants. Approved grants will be disbursed approximately 30 days after approval of the grant by the City Council and execution of a Grant Agreement by the Grant Recipient.

4.03.080 Grant Agreement

The Grant Recipient must execute a Grant Agreement with the Town before any funds may be paid. The Grant Agreement shall include a statement of the goal or purpose of the Grant, a time within which the goal is expected to be achieved, and reporting requirements.

4.03.090 Grant Reports

- (a) Within 90 days of completion of the program or project funded by a grant, the Grant Recipient shall file a brief report with the City Manager explaining:
 - (1) The extent to which the Grant Recipient reached the goals and objectives for the program or project;
 - (2) An evaluation of the program or project, including a description of the project or program's impact on the Town or its residents or businesses; and
 - (3) An explanation of how the grant funds were spent.
- (b) The City Manager may, in the Grant Agreement, require that the Grant Recipient file an Interim Report.

4.03.100 Emergency or Disaster Relief

Notwithstanding anything to the contrary herein, the City Council may provide financial aid or assistance for:

- (1) the purpose of clearing debris, natural materials, and wreckage from privately owned lands and waters deposited thereon or therein during a period of a major disaster or emergency declared by the President, if found to be in the public interest;

- (2) disaster relief in connection with a national or local emergency created by military attack or sabotage;
- (3) providing adequate national or local defense;
- (4) responding to a local emergency, as defined in subdivision (c) of Government Code section 8558.

[Reference: CALIFORNIA CONSTITUTION, Article XVI, Section 6; GOVERNMENT CODE § 53021]

4.03.110 Implementing Policies and Regulations

The City Manager is authorized and directed to establish procedures and regulations to implement this resolution.

ARTICLE 2. TRANSITION PROVISIONS

Until June 30, 2015, the City Manager is authorized to make exceptions to the procedures set forth in sections 4.03.050 to 4.03.090 whenever the changed timeline or other requirements in this resolution may cause a hardship on the operations of an eligible organization that previously had received grant funding from the Town. The City Manager shall promptly report the change to the City Council along with a recommendation whether this policy should be amended.

ARTICLE 3. CHAPTER FOUR ADDED

The Colma Administrative Code is amended by adding thereto Chapter Four, "Financial Management."

ARTICLE 4. SUBCHAPTER 1.09 RE-NUMBERED AS SUBCHAPTER 4.01

The subchapter and sections of the Colma Administrative Code shown in the following table under the column headed "Current" are re-numbered as shown under the column headed "New" in the following table, and the title of each of said sections are amended to read as shown under the column headed "Title" in the following table:

<i>Current</i>	<i>New</i>	<i>Title</i>
1.09	4.01	Budget Procedures and Reserve Policies
<i>Division One: General</i>		
1.09.010	4.01.010	Purposes
1.09.020	4.01.020	Definitions
<i>Division Two: Budget Procedures</i>		

1.09.030	4.01.030	Procedure for Adopting Budget
1.09.040	4.01.040	Proposed Budget and Budget Message
1.09.050	4.01.050	Adoption; Effect
1.09.060	4.01.060	Failure to Adopt
1.09.070	4.01.070	Adjustments to Budget
1.09.080	4.01.080	Amendments to Budget
1.09.090	4.01.090	Budget Administration
1.09.100	4.01.100	Transfers of Appropriation Balances
1.09.110	4.01.110	Lapse of Appropriations and Transfers to Reserve
1.09.120	4.01.120	Appropriation Limitations
1.09.130	4.01.130	Other Limitations
<i>Division Three: General Fund Reserves</i>		
1.09.140	4.01.140	Purposes for Reserves
1.09.150	4.01.150	General Fund Reserve Policy
1.09.160	4.01.160	Transfer of Committed Reserves
1.09.170	4.01.170	Use, Transfer and Replenishment of Assigned Reserves
1.09.180	4.01.180	Transfer and Replenishment of Unassigned Reserves
<i>Division Four: Reports</i>		
1.09.190	4.01.190	Monthly Reports
1.09.200	4.01.200	Mid-year review
1.09.210	4.01.210	Report on Reserve Levels

ARTICLE 5. SUBCHAPTER 1.03 RE-NUMBERED AS SUBCHAPTER 4.02

The subchapter and sections of the Colma Administrative Code shown in the following table under the column headed "Current" are re-numbered as shown under the column headed

"New" in the following table, and the title of each of said sections are amended as shown under the column headed "Title" in the following table:

<i>Current</i>	<i>New</i>	<i>Title</i>
1.03	4.02	Investment Policy
<i>General Principles</i>		
1.03.010	4.02.010	Purpose
1.03.020	4.02.020	Funds Covered by this Policy
1.03.030	4.02.030	Prudent Person Rule
1.03.040	4.02.040	Objectives
1.03.050	4.02.050	Diversification
<i>Operations</i>		
1.03.110	4.02.060	Delegation of Authority and Responsibilities
1.03.115	4.02.070	Ethics and Conflicts of Interests
1.03.120	4.02.080	Transfer Authority
1.03.125	4.02.090	Check-signing Authority
1.03.130	4.02.100	Monitoring and Reporting
1.03.135	4.02.110	Internal Controls
1.03.135	4.02.120	Compliance with State Law
1.03.140	4.02.130	Authorized Financial Institutions, Depositories and Broker/Dealers
1.03.150	4.02.140	Safekeeping
1.03.160	4.02.150	Collateralization
1.03.170	4.02.160	Class One Investments and Criteria
1.03.180	4.02.170	Class Two Investments and Criteria
1.03.190	4.02.180	Maximum Maturities
<i>Miscellaneous</i>		

1.03.200	4.02.190	Indemnification of Investment Officials
1.03.300	4.02.200	Glossary

ARTICLE 6. SEVERABILITY

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 7. NOT A CEQA PROJECT

The City Council finds that adoption of this resolution is not a "project," as defined in the California Environmental Quality Act because it does not have a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and concerns general policy and procedure making.

ARTICLE 8. EFFECTIVE DATE

This ordinance, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

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Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabé, City Clerk

QUESTIONNAIRE

PROPOSED POLICY ON GRANTS AND DONATIONS

Check the box that best reflects your agreement or disagreement with the statement (5 = Strongly agree; 4 = Agree; 3 = No opinion; 2 = Disagree; 1 = Strongly disagree).

		< Agree			Disagree >	
		5	4	3	2	1
1.	The policy is clear and understandable.	✓				
2.	Our organization is able to meet the eligibility requirements for a grant.	✓				
3.	Our organization is ready, willing and able to provide the information required to complete an application.	✓				
4.	Our organization is ready, willing and able to provide the documents required to accompany an application.	✓				
5.	If a grant is approved, our organization is ready, willing and able to sign the Grant Agreement.	✓				
6.	The new timeline will not cause our organization any inconvenience.	✓				
7.	Overall, it's a good policy.	✓				

Check each program or project that your organization now offers:

- Provide shelter, food or clothing to needy persons;
- Provide physical and mental health services to needy persons;
- Benefit the health and wellness of Colma youth, seniors (aged 62+) and residents who are physically or mentally impaired;
- Educate and engage citizens; *via 4 branch libraries in DC serving Colma residents*
- Improve scientific literacy through increased access to math, science & technology education;
- Beautify public areas within Colma;
- Promote energy efficiency or support the Town's Climate Action Plan;
- Evaluate, protect, or improve natural areas and resources;
- Support the Towns Sustainable Communities Strategy;
- Support historic preservation; or
- Other (please specify) provision of special events in the libraries and community - e.g. Author talks etc
- Check here if you have attached additional comments.

NPKP DCDC

QUESTIONNAIRE

PROPOSED POLICY ON GRANTS AND DONATIONS

Check the box that best reflects your agreement or disagreement with the statement (5 = Strongly agree; 4 = Agree; 3 = No opinion; 2 = Disagree; 1 = Strongly disagree).

		< Agree			Disagree >	
		5	4	3	2	1
1.	The policy is clear and understandable.	✓				
2.	Our organization is able to meet the eligibility requirements for a grant.	✓				
3.	Our organization is ready, willing and able to provide the information required to complete an application.	✓				
4.	Our organization is ready, willing and able to provide the documents required to accompany an application.	✓				
5.	If a grant is approved, our organization is ready, willing and able to sign the Grant Agreement.	✓				
6.	The new timeline will not cause our organization any inconvenience.	✓				
7.	Overall, it's a good policy.	✓				

Check each program or project that your organization now offers:

- Provide shelter, food or clothing to needy persons;
 - Provide physical and mental health services to needy persons;
 - Benefit the health and wellness of Colma youth, seniors (aged 62+) and residents who are physically or mentally impaired;
 - Educate and engage citizens;
 - Improve scientific literacy through increased access to math, science & technology education;
 - Beautify public areas within Colma;
 - Promote energy efficiency or support the Town's Climate Action Plan;
 - Evaluate, protect, or improve natural areas and resources;
 - Support the Towns Sustainable Communities Strategy;
 - Support historic preservation; or
 - Other (please specify) _____
-
- Check here if you have attached additional comments.

Please consider changing operating budget requirements to previous and current years. We normally do not begin preparing our "projected next year" budget until January. Our fiscal year runs July - June and a grant application that is due in July-August is very early to be projecting for 12 months later for us. Thank you.

Denise Kelly - North Peninsula Food Pantry & Dining Center of Daly City 01/27/14

HIP HOUSING

QUESTIONNAIRE

PROPOSED POLICY ON GRANTS AND DONATIONS

Check the box that best reflects your agreement or disagreement with the statement
(5 = Strongly agree; 4 = Agree; 3 = No opinion; 2 = Disagree; 1 = Strongly disagree).

		< Agree			Disagree >	
		5	4	3	2	1
1.	The policy is clear and understandable.		X			
2.	Our organization is able to meet the eligibility requirements for a grant.		X			
3.	Our organization is ready, willing and able to provide the information required to complete an application.		X			
4.	Our organization is ready, willing and able to provide the documents required to accompany an application.		X			
5.	If a grant is approved, our organization is ready, willing and able to sign the Grant Agreement.		X			
6.	The new timeline will not cause our organization any inconvenience.				X	
7.	Overall, it's a good policy.		X			

Check each program or project that your organization now offers:

- Provide shelter, food or clothing to needy persons;
- Provide physical and mental health services to needy persons;
- Benefit the health and wellness of Colma youth, seniors (aged 62+) and residents who are physically or mentally impaired;
- Educate and engage citizens;
- Improve scientific literacy through increased access to math, science & technology education;
- Beautify public areas within Colma;
- Promote energy efficiency or support the Town's Climate Action Plan;
- Evaluate, protect, or improve natural areas and resources;
- Support the Town's Sustainable Communities Strategy;
- Support historic preservation; or
- Other (please specify) _____

-
- Check here if you have attached additional comments.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Kathleen Gallagher, Sustainability Programs Manager *KG*

VIA: Sean Rabe', City Manager *SR*

MEETING DATE: February 13, 2014

SUBJECT: 3rd Annual National Mayor's Water Conservation Challenge

RECOMMENDATION

Staff recommends that the City Council adopt the following motion:

MOTION CONFIRMING THE TOWN OF COLMA'S PARTICIPATION IN THE 3RD ANNUAL NATIONAL MAYOR'S WATER CONSERVATION CHALLENGE APRIL 1-30, 2014.

SUMMARY

The 3rd Annual National Mayor's Water Conservation Challenge encourages residents to conserve water, and provides jurisdictions who participate with free resources, outreach, and educational materials to engage the community in water conservation.

BACKGROUND

The 3rd Annual National Mayor's Water Conservation Challenge provides residents with an opportunity to take a voluntary pledge (online) to reduce water consumption, and provides residents who have taken the pledge with a chance to win environmentally friendly prizes such as a Toyota Prius, gift cards or water saving fixtures. The program is sponsored by the Wyland Foundation, a non-profit organization that is dedicated to preserving and protecting the world's oceans, waterways, and marine life. The foundation encourages environmental awareness through education programs, public art projects and community events. In last year's Annual National Mayor's Water Conservation Challenge cities were represented from all 50 states and had residents sign up to take the voluntary water conservation pledge.

This year's program runs April 1-30, 2014. The program is consistent with Colma's Climate Action Plan by promoting water conservation to our residents. Additionally, the program works well with other water conservation and sustainability educational programs staff is implementing. Staff currently provides water conservation recommendations and information on the Colma website under the Sustainability Section. If this motion were approved by City Council, the Mayor can sign the online letter of support (found at www.wylandfoundation.org/p/mayors). The letter of support states "I pledge as a leader committed to efficient use of natural resources, I support the mission of the Mayor's Challenge

for Water Conservation, a non-profit national community service program, and in so doing renew my commitment to sustainability for my city and for future generations."

Staff will place the 3rd Annual National Mayor's Water Conservation Challenge information and resources on the website to further encourage residents and businesses to conserve water, produce a banner to promote the challenge, develop flyers, and other promotional tools. This program is an effective response to Governor Jerry Brown's declaring a drought emergency for California and encouraging significant water conservation efforts.

FISCAL IMPACT

The estimated cost is \$750-\$1000 for the development of outreach and educational materials that include a banner to promote the program, outreach flyers and water conserving resources and promotional materials. These costs can be absorbed within the current Public Works budget.

SUSTAINABILITY IMPACT

The recommendation is consistent with Colma's Climate Action Plan because the Challenge promotes water conservation for residents.

COUNCIL ADOPTED VALUES

The recommendations are consistent with the Council value of *vision* in considering the broader regional and statewide implications of the Town's decisions and issues.

ALTERNATIVE

The alternative is to not participate in the program.

CONCLUSION

Staff recommends that the City Council adopt the proposed motion.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Sean Rabé, City Manager 

MEETING DATE: February 13, 2014

SUBJECT: Emergency Services Council Joint Powers Agreement

RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING FIRST AMENDED JOINT EXERCISE OF POWERS AGREEMENT FOR SAN MATEO OPERATIONAL AREA EMERGENCY SERVICES ORGANIZATION

EXECUTIVE SUMMARY

The First Amended Joint Exercise of Powers Agreement for Emergency Services Agreement San Mateo Operational Area Emergency Services Organization (JPA) has been reviewed by the Fire Chiefs, Police Chiefs, City Managers and County Counsel. The Emergency Services Council is now requesting the matter be placed on an upcoming agenda with each City for approval before they move on with formal adoption.

FISCAL IMPACT

There is no fiscal impact; no changes have been made to the funding formula.

BACKGROUND

The JPA agreement from 1997 is very outdated, and in need of revision. The entire landscape of the Homeland Security and Emergency Services field has drastically changed since 2001 and the agreement that governs how San Mateo County provides Emergency Services must reflect current laws, rules, directives, orders and trends. The JPA has been updated to reflect the current relationships between the County of San Mateo and the participating cities and other partners to provide a clear understanding of the responsibilities of the Emergency Services Council and the Emergency Coordinators within the County, cities and other participating partner agencies/jurisdictions.

A member may withdraw by giving written notice before March 3 of each year; the JPA terminates on vote of 11 cities.

ANALYSIS

In January 2013, the Emergency Services Council (ESC) directed staff to review and revise the Joint Powers Authority (JPA) Agreement. A committee of representatives from San Mateo County Human Services Agency (HSA), City of San Mateo Fire Department, City of Redwood City/San Carlos Fire Department, South San Francisco Fire Department, North County Fire Department, Central County Fire Department, San Mateo County OES and Foster City Fire Department was formed. The Committee met several times since January 2013 to draft the First Amendment to the JPA Agreement.

The focus of the Committee was to modernize the agreement to include relevant language, address the issue of compliance with the Standardized Emergency Management System (SEMS, California) and the National Incident Management Systems (NIMS, Federal) outline the overarching responsibilities for the ESC and define the roles of the cities.

The JPA's general purpose is to provide structure for administrative and fiscal oversight, pursue funding sources, set policy, maximize use of resources and oversee committee activities. The Emergency Services Council is composed of one supervisor and the mayor of each city. Its responsibilities are to recommend Emergency Plans, Adopt a budget for the JPA, Set policies and hold quarterly meetings.

Colma's responsibilities include: designating a coordinator to participate in all JPA activities, adopting an Emergency Operations Plan, to be reviewed and updated every 3 years, participating in training exercises, contributing funds according to following formula, after deducting federal and state grants and matching funds:

- 50% from County
- 50% from cities, apportioned as follows:
 - 25% by population;
 - 25% on the basis of assessed valuation

During the review and revision process, it was determined that the Original JPA Document was not on file with the California Secretary of State, which is required under the Government Code. Thus, once this JPA has moved forward to formal adoption, this document will be on file and adhere to the guidelines of the State of California.

CONCLUSION

Staff Recommends Adopting a Resolution Approving the First Amended Joint Exercise Of Powers Agreement For Emergency Services Agreement San Mateo Operational Area Emergency Services Organization.

ATTACHMENTS

- A. Resolution
- B. First Amended Joint Powers Agreement

**RESOLUTION NO. 2014-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING FIRST AMENDED JOINT EXERCISE OF POWERS
AGREEMENT FOR SAN MATEO OPERATIONAL AREA
EMERGENCY SERVICES ORGANIZATION**

The City Council of the Town of Colma does hereby resolve:

1. Background.

(a) The members of the San Mateo Operational Area Emergency Services Organization formed a JPA in 1997;

(b) The JPA agreement from 1997 is very outdated, and in need of revision. The entire landscape of the Homeland Security and Emergency Services field has drastically changed since 2001 and the agreement that governs how San Mateo County provides Emergency Services must reflect current laws, rules, directives, orders and trends. The JPA has been updated to reflect the current relationships between the County of San Mateo and the participating cities and other partners to provide a clear understanding of the responsibilities of the Emergency Services Council and the Emergency Coordinators within the County, cities and other participating partner agencies/jurisdictions.

(c) Under Colma Municipal Code section 1.06.170, this contract is exempt from the competitive bidding requirements of the Town's Purchasing Ordinance because it is a contract with another public agency for services.

2. Order.

(a) The First Amended Joint Exercise Of Powers Agreement For San Mateo Operational Area Emergency Services Organization, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma.

(b) The Mayor shall be, and hereby is, authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

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Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fiscaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fiscaro, Mayor

Attest: _____
Sean Rabé, City Clerk

**First Amended
Joint Exercise of Powers Agreement
San Mateo Operational Area Emergency Services Organization**

This Agreement which supersedes in its entirety the San Mateo County Operational Area Joint Powers Agreement as revised on the 3rd day of April, 1997, which established the San Mateo Operational Area Emergency Services Organization, pursuant to the provisions of the Joint Exercise of Powers Act (Title 1, Division 7, Article 1, 6500 et seq. of the California Govt. Code), is by and between the County of San Mateo and those cities and towns within the County of San Mateo and other identified partners who become signatories to this agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

Whereas the Members want to establish a unified emergency services organization; and,

Whereas the Members agree that the purpose of this organization will be to operate pursuant to Presidential Directive 5, the National Response Framework, National Incident Management System (NIMS), Presidential Directive 8, the National Preparedness Goal and California's Standardized Emergency Management System (SEMS) and local adopted Emergency Operations Plans and Annexes; and,

Whereas the Members agree that the participants within this organization will include all local governments within the geographic area of the County, special districts, unincorporated areas, and participating non-governmental entities; and,

Whereas the Members agree that the collective goal is to provide coordinated plans for the protection of persons and property based on the four phases of emergency management, prevention, protection, response, and recovery; and,

Whereas the Members agree to provide support for certain communications systems, to include the Regional Public Alerting and Notification Systems, such as SMC Alert and TENS, as well as other Situational Awareness Tools; and

Whereas the Members are committed to cooperatively addressing the challenges of sustaining and managing a hazardous materials emergency response program; and,

Whereas the Members have the authority to enter into this Agreement under the Joint Exercise of Powers Act, California Government Code Section 6500 *et seq.* (the "Act").

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose.

This Agreement creates an entity to exercise the powers shared in common by its Members to engage in local and regional cooperative planning, coordination and delivery of services. As part of this Agreement purpose, Members seek to meet or enhance the current Emergency Response Planning and Management Capabilities within the Operational Area. Further, Members seek to support existing regional Public Information and Notification systems, and to continue to support

the regional hazardous materials emergency response program. Such purposes are to be accomplished and the Members' common powers exercised as set forth in this Agreement.

1.02 Creation of Authority.

Pursuant to the Joint Exercise of Powers Act, the Members hereby create a public entity to be known as the "San Mateo Operational Area Emergency Services Authority" (the "Authority"). The Authority shall be a public entity separate and apart from the Members. The geographic jurisdiction of the Authority is all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside those geographic boundaries as is necessary and incidental to accomplishing its purpose.

1.03 Membership in the Authority.

Membership in the Authority is limited to public entities, as defined by the Joint Exercise of Powers Act, located or operating in San Mateo County that have approved and executed this Agreement, and contributed resources of any kind toward establishing and supporting the Authority (including, but not limited to financial, personnel, equipment, or other resources), as approved by the Council

1.04 Participating Members/Partners in the Authority. Participation in the Authority is to ensure cooperative emergency planning and response, all participating members and partners are expected to attend all regular and special meetings of the Area Emergency Services Council, agree to active participation by their jurisdictions in the development of plans and training programs, drills, exercises and training opportunities, and otherwise assist in supporting the implementation of this agreement. Each member jurisdiction shall identify and designate at the beginning of each fiscal year, a local coordinator for regular participation in San Mateo County Emergency Managers Association Meetings and all other activities. Should the identified Coordinator change at any time during the year, the member jurisdiction shall notify the Director of Emergency Services within 30 days. If a member jurisdiction participates in a protection district contract relationship for the provision of emergency services, they are still required to name a local coordinator who will assure the continuity of communication between the member agency, the County Office of Emergency Services and the Emergency Services Council.

Article II- COMMON TERMINOLOGY

2.1 All-Hazards: "Grouping classification encompassing all conditions, environmental or manmade, that have the potential to cause injury, or death; damage to or loss of equipment, infrastructure services, or property; or alternately causing functional degradation to societal, economic or environmental aspects. Annotation: All hazards preparedness ensures that if a disaster occurs, people are ready to get through it safely, and respond to it effectively. FEMA began development of an Integrated Emergency Management System with an all-hazards approach that included 'direction, control and warning systems which are common to the full range of emergencies from small isolated events to the ultimate emergency – war.'" (DHS, *Lexicon*, October 23, 2007, p. 1)

2.2 Catastrophe: An event in which a society incurs, or is threatened to incur, such losses to persons and/or property that the entire society is affected and extraordinary resources and skills are required, some of which must come from other nations.

2.3 Community Emergency Response Team (CERT): "Community Emergency Response Team" (CERT) training is one way for citizens to prepare for an emergency. CERT training is designed to prepare people to help themselves, their families and their neighbors in the event of a catastrophic disaster. Because emergency services personnel may not be able to help everyone immediately, residents can make a difference by using

the training obtained in the CERT course to save lives and protect property.” (DHS, *National Response Framework* (Comment Draft). DHS, September 10, 2007, p. 18)

2.4 Command: “Command comprises the IC [Incident Commander] and the Command Staff. Command staff positions are established to assign responsibility for key activities not specifically identified in the General Staff functional elements. These positions may include the Public Information Officer (PIO), Safety Officer (SO), and Liaison Officer (LNO), in addition to various others, as required and assigned by the IC.” (DHS, *NIMS*, 2004, p. 13)

2.5 Emergency: Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States.

2.6 Emergency Management: As subset of incident management, the coordination and integration of all activities necessary to build, sustain and improve the capability to prepare for, protect against, respond to, recover from or mitigate against threatened or actual natural disasters, acts of terrorism or other manmade disasters.

2.7 Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement and medical services), by jurisdiction (e.g., federal, state, regional, tribal, city, county) or some combination thereof.

2.8 Incident: An occurrence or event, natural or manmade, which requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies and other occurrences requiring an emergency response.

2.9 Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is a management system designed to enable effective incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

2.10 Local Emergency: The duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons and property within territorial limits of a county, city and county, or city caused by such conditions as fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, tsunami or other conditions which are likely to be beyond the control of the services, personnel, equipment and facilities of that local political subdivision to combat.

2.11 Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native Village or Alaska Regional Native Corporation; a rural community, unincorporated town or village or other public entity. See Section 2 (10), Homeland Security Act of 2002, P.L. 107–296, 116 Stat. 2135 (2002).

2.12 Mitigation: Activities providing a critical foundation in the effort to reduce the loss of life and property from natural and/or human-caused disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

2.13 National Incident Management System (NIMS): System that provides a proactive approach guiding government agencies at all levels, the private sector and nongovernmental organizations to work seamlessly to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location or complexity, in order to reduce the loss of life or property and harm to the environment.

2.14 National Response Framework: This document establishes a comprehensive, national, all-hazards approach to domestic incident response. It serves as a guide to enable responders at all levels of government and beyond to provide a unified national response to a disaster. It defines the key principles, roles, and structures that organize the way U.S. jurisdictions plan and respond.

2.15 Operational Area: An intermediate level of the state emergency services organization, consisting of the County and all political subdivisions within the county area. In a state of emergency, the operational area shall serve as a link in the system of communications and coordination between the political subdivisions comprising the operational area and the Regional or State Emergency Operations Center.

2.16 Preparedness: Actions that involve a combination of planning, resources, training, exercising and organizing to build, sustain and improve operational capabilities. Preparedness is the process of identifying the personnel, training and equipment needed for a wide range of potential incidents and developing jurisdiction-specific plans for delivering capabilities when needed for an incident.

2.17 Recovery: The development, coordination and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting and development of initiatives to mitigate the effects of future incidents.

2.18 Resources: Personnel and major items of equipment, supplies and facilities available or potentially available for assignment to incident operations and for which status is maintained. Under the National Incident Management System, resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an emergency operations center.

2.19 Response: Immediate actions to save and sustain lives, protect property and the environment, and meet basic human needs. Response also includes the execution of plans and actions to support short-term recovery.

2.20 Standardized Emergency Management System: The Standardized Emergency Management System (SEMS) is the cornerstone of California's emergency response system and the fundamental structure for the response phase of emergency management. SEMS is required by the California Emergency Services Act (ESA) for managing multiagency and multijurisdictional responses to emergencies in California. The system unifies all elements of California's emergency management community into a single integrated system and standardizes key elements. SEMS incorporates the use of the Incident Command System (ICS), California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA), the Operational (OA) Area concept and multiagency or inter-agency coordination. State agencies are required to use SEMS and local government entities must use SEMS in order to be eligible for any reimbursement of response-related costs under the state's disaster assistance programs.

Article III - Authority of Members.

3.01 Composition of the Council

The Authority shall be administered by the Emergency Services Council (the "Council") consisting of the following:

- a) A member of the San Mateo County Board of Supervisors, who shall be designated by the Supervisors.
- b) The Mayor of each City or, in the case of his/her inability to attend, an alternate may be selected by the City from the City Council to represent the jurisdiction.
- c) The Chair of the Emergency Services Council shall be the representative from the Board of Supervisors unless a majority of the Council vote to select another of their members to be the chair and an alternate vice-chair shall be selected by the Council by the membership.

3.02 Minimum Recommended Training Requirements

To ensure NIMS Compliance among the Authority the following training curriculum is being proposed.

- a) ICS-100: Introduction to ICS or equivalent
- b) FEMA IS 700.a: NIMS An Introduction
- c) ICS-402: Incident Command System (ICS) Overview for Executives/Senior Officials(G402)

3.03 General Purpose of the Joint Powers Authority.

The general purpose of the Authority is to:

- a) Provide structure for administrative and fiscal oversight;
- b) Identify and pursue funding sources;
- c) Set policy;
- d) Maximize the utilization of available resources; and
- e) Oversee all Committee activities.

3.04 Specific Responsibilities of the Authority.

The specific responsibilities of the Authority shall be as follows:

- a) To review and recommend adoption by the Board of Supervisors and City Councils of each City, Emergency Plans, programs and agreements, in addition to the basic agreements as determined necessary to carry out the purpose of the Emergency Services Organization.
- b) To approve an annual budget in an amount necessary to carry out the purposes of the Emergency Services Organization. Upon review and approval of the annual budget by the by the Authority, each member shall recommend the budget to the governing body of

the county and each of the cities for the purpose of securing from each of the appropriations in accord with each party's identified allocation.

3.05 Meetings of the Authority.

- a) Regular Meetings. The Authority shall approve a schedule for its regular meetings provided, however, that the Authority shall hold at least one regular meeting quarterly. The Authority shall fix the date, hour and location of regular meetings by resolution and the Secretary shall transmit a copy of the resolution to each Member.
- b) Special Meetings. Special meetings of the Authority may be called by the Chair.
- c) Call, Notice and Conduct of Meetings. All meetings of the Authority, including without limitation, regular, adjourned regular and special meetings, shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.* As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member.

3.06 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Council and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each the Chair, the Members and other interested parties upon request. The audio recording of all meetings will be posted on the SMC OES Website.

The written minutes shall consist of a summary of the information provided to and any actions taken by the Authority.

3.07 Voting.

All voting power of the Authority shall reside in the Council. Each Member shall have one vote. An alternate member may participate and vote in the proceedings of the Authority only in the absence of that alternate's member. No absentee ballot or proxy is permitted.

3.08 Quorum; Required Votes; Approvals.

A majority of the Members (shall be one more than half) shall constitute a quorum of the Council for the transaction of business. The affirmative votes of a quorum of the Members shall be required to take any action by the Authority.

Article IV – PARTICIPATING PARTNERS, EMPLOYEES AND ADVISORY COMMITTEES

4.01 Participating Partners.

In order to ensure cooperative emergency planning and response, the following may be invited to attend, as non-voting members, all regular and special meetings of the Area Emergency Services Council, participate in the development of plans and training programs, and otherwise assist in supporting the implementation of this agreement:

- a) A representative of the American Red Cross to be appointed by the Chair with the approval of the Council.
- b) One representative each from the San Mateo County Fire Chiefs Association and the San Mateo County Police Chiefs Association as may be appointed by the Chair with approval of the Council.
- c) One representative for Water Districts as may be appointed by the Chair with approval of the Council.
- d) One representative for Sanitary Districts as may be appointed by the Chair with approval of the Council.
- e) One representative for Harbor District as may be appointed by the Chair with approval of the Council.

- f) One representative for the Port Authority as may be appointed by the Chair with approval of the Council.
- g) One representative for Transit District as may be appointed by the Chair with approval of the Council.
- h) One representative for Pacific, Gas and Electric Company as may be appointed by the Chair with approval of the Council.
- i) One representative for the Office of Education as may be appointed by the Chair with approval of the Council.
- j) One representative for the Hospital Consortium as may be appointed by the Chair with approval of the Council.
- k) One representative for the EMS Agency as may be appointed by the Chair with approval of the Council.
- l) One representative for the San Mateo Emergency Managers Association as may be appointed by the Chair with approval of the Council.

Should other interested parties be identified for participation, the Authority shall consider a written request for participation and may be appointed by the Chair with approval of the Council.

4.02 Treasurer.

The Treasurer and Tax Collector of the County of San Mateo shall be the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Joint Exercise of Powers Act. There shall be a strict accountability of all funds and report of all receipts and disbursements.

4.03 Auditor.

The Controller of the County of San Mateo shall be the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Joint Exercise of Powers Act and generally accepted auditing standards.

4.04 Legal Counsel.

The San Mateo County Counsel shall be the legal counsel for the Authority. To the extent permitted by the Joint Exercise of Powers Act, the Authority may change, by resolution, the Legal Counsel of the Authority.

4.05 Secretary to the Authority.

The San Mateo County Office of Emergency Services shall provide a Secretary and administrative support to the Authority.

4.06 Other Employees.

The Authority shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement. Those Officers of the Authority who have charge of, handle or have access to any property of the entity shall be designated by the Authority and shall file a bond in an amount to be fixed by the contracting parties.

4.07 Administrative Committee.

The Authority shall establish the Administrative Committee.

- a) The Administrative Committee shall consist of the County Manager, 4 City Manager/Administrators selected from among the city managers and city administrators of the participating cities, and a Board Member of the San Mateo County Emergency Management Association.
- b) The Administrative Committee shall be representative of the identified Zones within the County, to include North, Central, South and County. All participants shall be identified at the beginning of each fiscal year. (June meeting)
- c) The Director of Emergency Services, as herein after established, who shall act as the Secretary, ex-officio.

The Administrative Committee reviews and makes recommendations to the Area Emergency Services Council on budgets, projects, work plans, training and exercise, collaborative planning efforts, and other policy issues that come before the Council.

4.08 Director of Emergency Services.

The Sheriff or his/her designee shall be the Director of Emergency Services. The Director will be responsible for the on-going operation and administration of the Area Office of Emergency Services including:

- a) Emergency Response- coordination and planning during any regional emergency in accordance with adopted emergency plans.
- b) Plans and Operations- preparation, development, coordination, and integration of compatible and complimentary unified area wide emergency plans for approval by the State of California and adoption by the Council.
- c) Communications- coordination, development and maintenance of an area-wide emergency communications service, including public alert and warning, and other situational awareness tools.
- d) Public Education and Information- coordination and support of an area-wide public education and information program.
- e) Training and Exercise- coordination and assistance in the training and exercising of all County employees identified as Disaster Service Workers, as defined by Sect. 3100CGC and volunteers. The member cities will be responsible for the training and exercise of their identified employees; however OES will provide needed support as requested.
- f) Grant Program Administration- coordination and assistance with designated emergency coordinators within the Operational Area in the securing and distribution of grant funds for regional emergency management initiatives and program support.
- g) General Administration- coordination and assistance in the procurement and inventory of emergency equipment, management of, maintenance and distribution of area-wide inventories of vital supplies and equipment.

The Director of Emergency Services shall be furnished with staff as is necessary, and authorized by the Council, to carry out the identified duties. The Director of Emergency Services is not the EOC Director unless the circumstances dictate so.

The Area Emergency Services Staff shall be civil service employees of the County of San Mateo and shall be appointed by the Sheriff. Necessary personnel, administrative, fiscal and logistic support shall be furnished by the County subject to reimbursement by the Emergency Services Council.

Article V – MUTUAL RESPONSIBILITIES

5.01 Emergency Preparedness and Planning Standards- The county and cities shall each accept primary responsibility for the readiness within their respective jurisdictions and development of disaster preparedness plans which shall be compatible with and complimentary to the area-wide emergency planning and organization, formulated pursuant to this agreement.

As such, the following common preparedness responsibilities and basic measurement standards to insure a comparable level of readiness among all of the jurisdictions has been developed to include:

- a) Adopt an Emergency Operations Plan and Annexes, review and update no less than every three years
- b) Have a Local Hazard Mitigation Plan, internally reviewed annually and provide updates as required, and approved by FEMA. (Currently no less than every five years)
- c) Participate in the Op Area Multi-Year Training/Exercise Planning
- d) Use NIMCAST to report Readiness (a self assessment tool from Homeland Security)
- e) Adopt use of the Homeland Security Exercise and Evaluation Program
- f) Participate in Meetings and activities including the Emergency Managers Association
- g) Participate in Training and Exercises
- h) Prepare and maintain necessary plans and agreements to facilitate emergency sheltering

Each member of the Council shall report on the Standards annually at the September meeting to ensure all efforts towards compliance are being made.

5.02 Training and Exercise- A Training and Exercise Plan is a means to establishing a standard of readiness and initiates a basic knowledge and capability skill set. Full participation by JPA Member Emergency Managers and other Op Area stakeholders is important to developing a multi-year training program. An annual planning workshop is facilitated to put the plan together and accommodates the needs of the stakeholders. Full commitment and participation by the JPA Member Agencies and participating partners will also be expected in the annual exercise, in some capacity, to ensure the preparedness level of our Operation Area. Further, Members agree to support the NIMS compliance of each of their jurisdictions.

5.03-Local Coordinator Responsibilities- As all Members have joined this Authority with a commitment to engage in local and regional cooperative planning, coordination and delivery of services. Each jurisdiction will provide local support of the emergency management effort through staff with primary or secondary responsibilities that will include but are not limited to the following:

- a) Management/Coordination of the Local Emergency Operations Center (EOC) – (functional and support services)
- b) Provide liaison support to the Emergency Operations Center (EOC) Director or his/her designee in emergency or disaster situations.
- c) Participate with a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- d) Training various department personnel to establish and operate a department Operating Center (D.O.C.)
- e) Oversee the preparation and prepare and modify elements of the local Emergency Operations Plan and Disaster Recovery Plan to ensure compatibility with the Operational Area Emergency Operations Plan and Annexes.
- f) Develop relationships with representatives of local departments, public and private support and relief agencies, business, educational, homeowners' and other groups regarding emergency services; prepare specialized plans designed to meet the needs of various sections of the community.
- g) Prepare and disseminate training materials to ensure effective response in a disaster situation;
- h) Develop, train and maintain a Community Emergency Response Team (CERT) system

- i) Develop relationships with representatives of state and federal agencies; review legislation, regulations and other documentation to ensure that the City is in compliance with such regulations and avails itself of all financial and other resources.
- j) Respond to the Emergency Operations Center when it is activated; ensures that appropriate documents are available at the center and provides liaison and coordinative support as required.

5.04 Operational Area Coordinator Responsibilities- In addition to the roles and responsibilities identified in Section 4.08, The Director of Emergency Services will provide staff in direct support of the Local Coordinators. These Operational Area Coordinators are not intended to replace local staff as they do not have the required authority within local jurisdictions to operate as the primary coordinators. They will however provide the following services which include but are not limited to:

- a) Develop, review and update emergency operations plans.
- b) Develop, review and update detailed standard operating procedures, checklists and resource documents.
- c) Compile data and prepare program papers and progress reports for the jurisdictions served.
- d) Compile and review jurisdictional data in support of the annual Standards Review.
- e) Support a Planning and Exercise Design Team as well as complete a 3-5 year Training and Exercise Program that is HSEEP compliant.
- f) Act as information, education and/or resource officer for the jurisdictions served.
- g) Speak to civic groups, clubs, and organizations to promote emergency services programs encouraging public understanding and support.
- h) Work cooperatively with other office staff on area-wide projects and in training programs.

5.05 Supplemental Operations Support – In an effort to provide advanced training and to support emergency mutual aid during localized disasters/events, the Director of Emergency Services (Director) will pilot an Emergency Management Support Team (EMST). The desired end state of the EMST is to have a group of trained individuals who can support, not supplant or replace, local city/county EOC staff during isolated incidents. The recruitment, training and exercise schedule for EMST will be determined by the Director. Participation in and support of the EMST is completely voluntary by the Members; however, only those Members who participate in the EMST to the satisfaction of the Director will be entitled to receive no-cost support of the EMST upon request. In general, the number of participants on the EMST from Members will be based on population as follows:

Member population	Member staff on EMST
Under 25,000	1-2
25,000-100,000	2-3
100,000-250,000	3-5

Participation in the EMST does not guarantee a Member agency support during an incident; the Director will be responsible for evaluating the size/complexity of the incident and determining whether or not EMST members will be deployed.

Article VI – BUDGET and COST-SHARING

In consideration of the mutual promises herein contained it is hereby agreed that the cost of maintaining the Area Emergency Services Organization will be shared as described below.

- a) From the total amount of the annual budget there shall be deducted estimated revenue from federal “matching funds”, state grants, and other service revenues.
- b) The balance of the annual budget remaining after anticipated revenues have been deducted shall be paid as follows:
 1. The county shall pay 50% of the remaining balance.
 2. The cities shall pay the remaining 50% of the balance, apportioned in accordance with the following formula:
 - i. One half of said 50% to be apportioned by people units or population.
 - a) Total population of all member cities divided into one-half of the total of the cities share of the budget equals a factor in cents.
 - b) Population of each member city times the factor in cents equals the share for each city.
 - ii. The remaining one-half of said 50% to be apportioned on the basis of assessed valuation as follows:
 - a) Total assessed value of real and personal property in all member cities divided into one-half of the total of the cities share of the budget equals a factor in mils
 - b) Assessed value of real and personal property of each member city times the factor in mils equals the share for each city
- c) For the purpose of this agreement the total assessed valuation of real and personal property in all contracting cities shall be the most recent such total maintained by the offices of the County Assessor.
- d) The figures used for population in each city shall be determined by a method and from a source that is mutually acceptable to the majority of members.
- e) It is understood and agreed that the financial obligations incurred by the county and the member cities under the provisions of this agreement will be incurred annually, subject to the limitation that the county and cities are financially able to make funds available.
- f) If the members representing 25% or more of the county’s population do not approve the budget in any fiscal year, the proposed budget will be referred back to the Area Emergency Services Coordinator and the Administrative Committee for revision and recommendation. If no resolution can be reached by the committee, the members may proceed to adopt budgets that provide those services they deem necessary for adequate emergency services protection as a whole, but any member shall be financially responsible for that portion of the budget unilaterally adopted. Any member which does not meet its financial commitment under an adopted budget will lose its voting status and such other privileges of membership as the Council shall determine.

Article VII-INSURANCE

- a) The County shall add the Emergency Services Organization to its existing excess liability insurance coverage and shall maintain such coverage in full force and effect during the life of the agreement. Unless the Area Emergency Services Council decides otherwise, County shall provide for the defense of any claims or litigation within the \$250,000 self-insured retention. Legal representation by the County will ordinarily be provided by the County Counsel.
- b) Any out of pocket expense or loss, by way of judgment or settlement, arising out of the operation of this Agreement, within the limits of the County’s \$250,000 self-insured retention shall be shared by the parties in accordance with the formula as described in Article VI (b).

Article VIII- EFFECTIVENESS

This agreement shall be effective upon its execution by all member cities and the Board of Supervisors. It is effective as to new members upon adoption and approval by the Area Emergency Services Council and by the new member's legislative body. This agreement shall continue in effect until terminated as provided herein.

Article IX - WITHDRAWAL AND TERMINATION

9.01 Withdrawal by Members.

- a) This agreement may be terminated as to any of the parties by written notice given by such party to all other parties which notice shall be given at least 120 days prior to the commencement of the fiscal year in which it is to take effect. For the purpose of such notice a fiscal year is defined as July 1 of a calendar year through June 30 of the succeeding calendar year.
- b) Any former or prospective member may enter or re-enter the organization by petition to the Area Emergency Services Council by its governing body, and majority approval of the petition by the Area Emergency Services Council. Upon approval, the new member must agree in writing to all terms of this agreement.
- c) Should a jurisdiction withdraw after the start of a fiscal year, they will be responsible for the contribution as per the formula and no refund will be owed.
- d) Should a member give required notice, the contribution of that city funding will be divided equally by formula among the remaining cities.

9.02 Termination of Authority and Disposition of Authority Assets.

This agreement shall terminate effective upon a vote of the Area Emergency Services Council by the County and by at least eleven (11) cities representing the majority of the population of the County. Upon termination of this agreement, title to all property acquired by the Area Emergency Services Organization or with any funds of the Area Emergency Services Organization shall remain with the County for use on a county wide basis. Surplus funds will be returned to each party in proportion to the contribution made.

Article X - MISCELLANEOUS PROVISIONS

10.01 Notices.

It shall be the responsibility of the Director of Emergency Services or his/her designee to ensure all notices are provided to members and posted in compliance with the legal requirements of the JPA.

10.02 Amendment.

This Document will be reviewed for content no less than every five years.

10.03 Severability.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

10.04 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

10.05 Assignment.

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Authority.

10.06 Governing Law.

This Agreement is made and to be performed in the State of California, and as such California substantive and procedural law shall apply. Venue for any litigation under this Agreement shall be in the County of San Mateo.

10.07 Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

10.08 Counterparts.

This Agreement may be executed in counterparts.

10.09 No Third Party Beneficiaries.

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

10.10 Filing of Notice of Agreement.

Within 30 days after the Effective Date, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act. Within 30 days after any amendment to this Agreement, the Secretary shall file the amendment with the Secretary of State.

10.11 Conflict of Interest Code.

The Authority shall adopt a conflict of interest code as required by law.

10.12 Indemnification.

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

Each Member shall defend, indemnify and hold harmless the other Members (and their officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including attorney's fees), arising from or as a result of any acts, errors or omissions of that party or its officers, agents or employees.

10.13 Dispute Resolution/Legal Proceedings.

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

10.14 Confirmation of Jurisdictional Authority.

By signing this Agreement, the participating partners retain all authority granted to them by the State and/or their respective Charters. The powers and/or authority granted pursuant to this Agreement shall in no way serve to limit or restrict an individual partner's jurisdictional authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, as follows:

Atherton	_____ City Manager/Mayor	_____ Date
Belmont	_____ City Manager/Mayor	_____ Date
Brisbane	_____ City Manager/Mayor	_____ Date
Burlingame	_____ City Manager/Mayor	_____ Date
Colma	_____ City Manager/Mayor	_____ Date
Daly City	_____ City Manager/Mayor	_____ Date
East Palo Alto	_____ City Manager/Mayor	_____ Date
Foster City	_____ City Manager/Mayor	_____ Date
Half Moon Bay	_____ City Manager/Mayor	_____ Date
Hillsborough	_____ City Manager/Mayor	_____ Date
Menlo Park	_____ City Manager/Mayor	_____ Date
Millbrae	_____ City Manager/Mayor	_____ Date
Pacifica	_____ City Manager/Mayor	_____ Date

Portola Valley	_____	_____
	City Manager/Mayor	Date
Redwood City	_____	_____
	City Manager/Mayor	Date
San Bruno	_____	_____
	City Manager/Mayor	Date
San Carlos	_____	_____
	City Manager/Mayor	Date
San Mateo	_____	_____
	City Manager/Mayor	Date
South San Francisco	_____	_____
	City Manager/Mayor	Date
Woodside	_____	_____
	City Manager/Mayor	Date
County of San Mateo	_____	_____
	County Manager/President of the Board of Supervisors	Date



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Michael Laughlin, City Planner *ML*

VIA: Sean Rabe', City Manager *SR*

MEETING DATE: February 13, 2014

SUBJECT: Colma BART Shuttle

RECOMMENDATION

Staff recommends that the City Council make the following motion:

MOTION AUTHORIZING CITY MANAGER TO SIGN A SUPPORT LETTER AND TO PROVIDE TWO YEAR FUNDING SUPPORT FOR COLMA BART SHUTTLE

EXECUTIVE SUMMARY

The Town of Colma was contacted by the Peninsula Traffic Congestion Relief Alliance (the Alliance) regarding instituting a Colma BART Shuttle. The Alliance indicated that grant funding from San Mateo County was available for a shuttle, and that they could initiate an application on the Town's behalf. The two year grant would cover approximately \$80,433.00 of the estimated \$107,257.00 annual operating cost (75%). The remaining cost of approximately \$27,000.00 for each of two fiscal years would need to be provided by the Town or by additional grants secured by the Town. An application was submitted by staff to the Bay Area Air Quality District (BAAQMD) for \$27,000.00 in funding which is currently pending. If awarded, this would cover the Town's portion of the operating cost for the first year.

The shuttle would travel from the Colma BART station south on El Camino Real, west on Serramonte Boulevard, through the Serramonte Mall, down Southgate Boulevard to the 280 Metro Center, and then back to the BART Station. The shuttle would only operate during the morning and evening weekday commute times. A draft copy of the shuttle map and schedule is included in Attachment C. Based on the employment density along the route (see Attachment D for employment density map) the Alliance expects ridership levels that will support the shuttle.

FISCAL IMPACT

The estimated share of funding for the shuttle would be approximately \$ 27,000.00 for FY2014-15 and the same amount for FY2015-16. This amount would be budgeted from the General Fund. If the grant is not approved, then the shuttle will not be implemented, and there would be no fiscal impact. If BAAQMD funding is secured, there would be no cost to the Town for fy2014-2015.

BACKGROUND AND ANALYSIS

Town of Colma businesses employ over 3,000 people daily. A majority of these employees work at the 280 Metro Center, Serra Center, along Auto Row or at the Lucky Chances cardroom. While some employees take BART and walk to these employment areas, the distance from the BART station to employment areas is seen as an impediment to the use of public transit (typically, one-half mile is the limit for most walkers). It is felt that that a shuttle could increase BART ridership and augment SamTrans service along El Camino Real and Junipero Serra Boulevard.

The shuttle route was designed by the Alliance with input from the Town. As mentioned above, the shuttle would travel from the Colma BART station south on El Camino Real, west on Serramonte Boulevard, through the Serramonte Mall, down Southgate Boulevard to the 280 Metro Center, and then back to the BART Station. The shuttle would only operate during the morning and evening weekday commute times (approximately 6 total hours per day). Since Lucky Chances operates its own shuttle for employees and guests, it was determined that the quickest way to get to employment areas on Serramonte Boulevard would be for the shuttle to go down El Camino Real and not Hillside Boulevard. The shuttle would have 253 total service days per year. Total ridership on an annual basis is estimated conservatively at 96 passenger trips per day and 24,396 passenger trips per year.

The Town's maximum cost for the shuttle service is estimated at \$27,000.00 for each of the two years the shuttle will run. This represents only 25% of the total operating cost. The grant would cover the remaining cost. Since the Alliance would coordinate the route, the Town is not responsible for any aspects of the service. After the two years, if the shuttle provides a useful service, additional grant money can be sought to continue the service. If grant money is not obtained, it may be possible to seek funding from major employers whose employees benefit from the shuttle.

CLIMATE ACTION PLAN CONSISTENCY

Town support of a BART shuttle is consistent with the Climate Action Plan (CAP). A policy of the CAP is to promote Transportation Demand Management (TDM) strategies to existing and new businesses with more than 50 employees. A shuttle will provide an additional alternative mode of transportation to employees which would hopefully reduce vehicle trips and greenhouse gases (GHG).

ALTERNATIVE

The City Council can adopt a motion to not authorize the letter or adopt a resolution, thereby not committing to funding for the next two fiscal years. By so doing, the Council would be indicating it does not support a shuttle at this time, and the Alliance would not file the application for County funding on February 14, 2014.

CONCLUSION

Staff recommends that the City Council authorize a support letter and resolution supporting funding for the Colma Circulator Shuttle.

ATTACHMENTS:

- A. Letter of Support
- B. Draft Shuttle Route Map and Schedule
- C. Employment Density Map
- D. Letter of Support from 280 Metro Center
- E. Letter of Support from Serra Center



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

February 13, 2014

City Council

Helen Fiscaro
Mayor

Raquel Gonzalez
Vice Mayor

Joanne F. del Rosario
Council Member

Joseph Silva
Council Member

Diana Colvin
Council Member

City Treasurer

Laura Walsh

City Officials

Sean Rabe'
City Manager

Jon Read
Chief of Police

Roger Peters
City Attorney

Cyrus Kianpour
City Engineer

Brad Donohue
Public Works Director

Michael Laughlin, AICP
City Planner

Brian Dossey
Director of Recreation
Services

Lori Burns
Human Resources Manager

Mr. Tom Madalena
Transportation Planning Manager
C/CAG
555 County Center , 5th floor
Redwood City, CA 94063

Dear Mr. Madalena,

At the City Council meeting of February 13, 2014, the City Council unanimously endorsed the Colma BART shuttle. We appreciate the efforts of the Peninsula Traffic Congestion Relief Alliance in applying for San Mateo County Transportation Authority Funding, and we support the filing of the application for this funding.

We believe that this shuttle will be beneficial to the more than 3,000 individuals who work in the Town of Colma by providing a quick and convenient connection from the BART station to major employment areas on Serramonte Boulevard and at our 280 Metro Center. If implemented, we see the shuttle as a positive way to reduce single occupancy vehicle ridership and reducing greenhouse gas emissions, consistent with our Climate Action Plan.

The Town of Colma is committed to provide our share of the funding for the shuttle over the next two fiscal years if the grant is obtained. It is our understanding that the estimated funding by the Town would be approximately \$27,000.00 per year.

Please feel free to contact me or our City Planner, Michael Laughlin if you have any questions or if you need any additional information from us.

Sincerely,

Helen Fiscaro, Mayor
Town of Colma

CC: Brian Jackson

Attachment A

Colma BART Shuttle

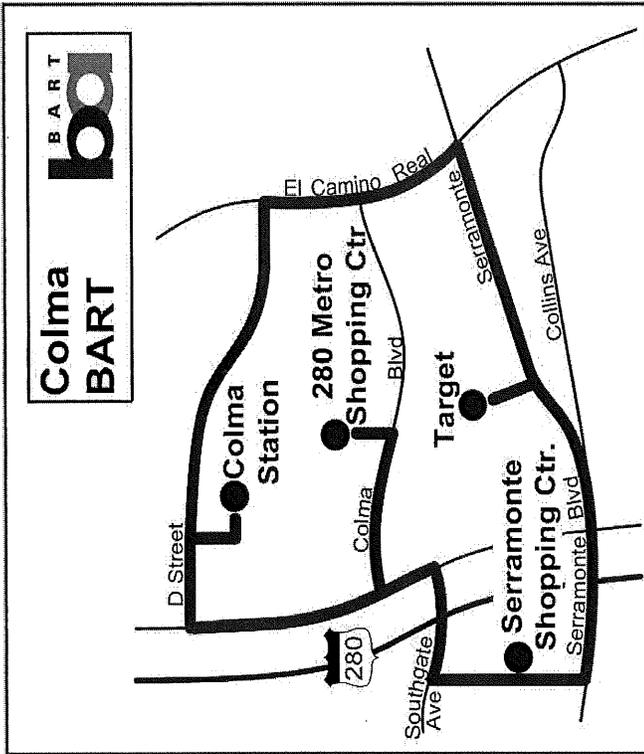
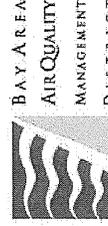
Monday – Friday Service
EFFECTIVE: July 1, 2014

We would like to thank the following entities for their financial contributions to the service.

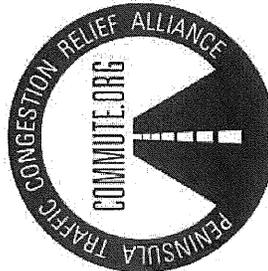
- Town of Colma
- Bay Area Air Quality Management District
- Peninsula Corridor Joint Powers Board
- San Mateo County Transportation Authority - Measure "A" Funds



SAN MATEO COUNTY
**Transportation
Authority**



Managed by:



1150 Bayhill Drive
Suite 107,
San Bruno, CA
94066

P: 650-588-8170
F: 650-588-8171

City Sponsor



Commute Information Hotline: 5-1-1
Or Online: www.511.org

Shuttle Vendor: PCA
Phone Number: (415) 378-0974
Shuttle Service Info: (650) 588-1600

Colma BART Shuttle - AM Schedule

Run Numbers	1	2	3	4	5	6	7
BART ARRIVES COLMA STATION							
fr Dublin/Pleasanton	Transfer at Balboa Park Station						
fr Fremont	Transfer at Balboa Park Station						
fr Pittsburg/Bay Point	7:01	7:31	8:01	8:31	9:01	9:31	10:01
fr Richmond	6:54	7:24	7:54	8:24	8:54	9:24	9:54
SHUTTLE DEPARTS COLMA STATION							
Shuttle Departs Colma BART Station	7:10	7:40	8:10	8:40	9:10	9:40	10:10
SHUTTLE ARRIVES AT EMPLOYERS							
Colma City Hall	7:13	7:43	8:13	8:43	9:13	9:43	10:13
Target	7:15	7:45	8:15	8:45	9:15	9:45	10:15
Serramonte Shopping Ctr.	7:21	7:51	8:21	8:51	9:21	9:51	10:21
280 Metro Shopping Ctr.	7:25	7:55	8:25	8:55	9:25	9:55	10:25
SHUTTLE ARRIVES COLMA STATION							
Shuttle Arrives Colma BART Station	7:30	8:00	8:30	9:00	9:30	10:00	10:30
BART DEPARTS COLMA STATION							
to Dublin/Pleasanton	Transfer at Balboa Park Station						
to Fremont	Transfer at Balboa Park Station						
to Pittsburg/Bay Point	7:50	8:20	8:50	9:20	9:50	10:20	10:50
to Richmond	7:42	8:12	8:42	9:12	9:42	10:12	10:42

Colma BART Station: Shuttle Stop is located at the end of the walkway/bridge near the West parking lot, (Next to Junipero Serra Blvd.)

Colma BART Shuttle - PM Schedule

Run Numbers	11	12	13	14	15	16	17
BART ARRIVES COLMA STATION							
fr Dublin/Pleasanton	Transfer at Balboa Park Station						
fr Fremont	Transfer at Balboa Park Station						
fr Pittsburg/Bay Point	4:16	4:31	5:01	5:31	5:46	6:16	
fr Richmond	4:09	4:39	5:09	5:24	5:54	6:25	
SHUTTLE DEPARTS COLMA STATION							
Shuttle Departs Colma BART Station	4:27	4:52	5:17	5:42	6:07	6:32	
SHUTTLE ARRIVES AT EMPLOYERS							
Colma City Hall	4:05	4:30	4:55	5:20	5:45	6:10	6:35
Target	4:07	4:32	4:57	5:22	5:47	6:12	6:37
Serramonte Shopping Ctr.	4:13	4:38	5:03	5:28	5:53	6:18	6:43
280 Metro Shopping Ctr.	4:17	4:42	5:07	5:32	5:57	6:22	6:47
SHUTTLE ARRIVES COLMA STATION							
Shuttle Arrives Colma BART Station	4:22	4:47	5:12	5:37	6:02	6:27	6:52
BART DEPARTS COLMA STATION							
to Dublin/Pleasanton	Transfer at Balboa Park Station						
to Fremont	Transfer at Balboa Park Station						
to Pittsburg/Bay Point	4:35	5:05	5:20	5:50	6:20	6:35	7:05
to Richmond	4:42	4:57	5:27	5:57	6:12	6:42	7:12

February, 2014

Mr. Tom Madalena
Transportation Planning Manager
C/CAG
555 County Center, 5th floor
Redwood City, CA 94063

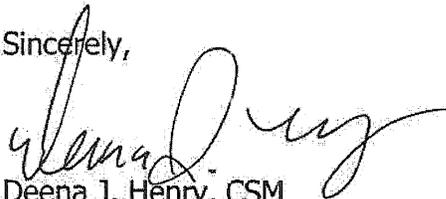
Dear Mr. Madalena,

As the Property Manager of the 280 Metro Center, we are pleased to provide our support for the Colma Circulator Shuttle to BART. We appreciate the efforts of the Peninsula Traffic Congestion Relief Alliance in applying for San Mateo County Transportation Authority Funding, and we support the filing of the application for this funding.

We believe that this shuttle will be beneficial to the more than 700 individuals who work in the 280 Metro Center by providing a quick and convenient connection from the BART station to major employment areas on Serramonte Boulevard and at our 280 Metro Center. If implemented, we see the shuttle as a positive way to reduce single occupancy vehicle ridership and to provide employees with an additional commute alternative.

Please feel free to contact me if you have any questions or if you need any additional information from us.

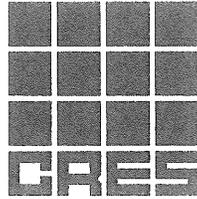
Sincerely,



Deena J. Henry, CSM

CC: Michael Laughlin, Town of Colma

Attachment D



COMMERCIAL REAL ESTATE SERVICE

2000 POWELL STREET #1280
EMERYVILLE, CALIFORNIA 94608
510/428-1880 FAX 510/428-2112
Email: jba_epa@sbcglobal.net
or cres4mc@pacbell.net

E. P. ANDERSON / JACK B. ANDERSON

February 3, 2014

Mr. Tom Madalena
Transportation Planning Manager
C/CAG
555 County Center, 5th Floor
Redwood City, CA 94063

Re: **Colma Circulator Shuttle to BART**

Dear Mr. Madalena:

As the Property Manager of the Serra Center in Colma (Target), we are pleased to provide our support for the Colma Circulator Shuttle to BART. We appreciate the efforts of the Peninsula Traffic Congestion Relief Alliance in applying for San Mateo County Transportation Authority Funding, and we support the filing of the application for this funding.

We believe that this shuttle will be beneficial to the more than 700 individuals who work in the Serra Center by providing a quick and convenient connection from the BART station to major employment areas on Serramonte Boulevard. If implemented, we see the shuttle as a positive way to reduce single occupancy vehicle ridership and to provide employees with an additional commute alternative.

Please feel free to contact me if you have any questions, or if you need any additional information from us.

Sincerely,

COMMERCIAL REAL ESTATE SERVICE


Jack B. Anderson

JBA:m

cc: Michael Laughlin, Town of Colma

Attachment E



STAFF REPORT

TO: Mayor and Members of the City Council
FROM: Roger Peters, City Attorney
VIA: Sean Rabe', City Manager
MEETING DATE: February 13, 2014
SUBJECT: Chamber of Commerce Contract

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION APPROVING CONTRACT WITH COLMA-DALY CITY CHAMBER OF
COMMERCE

EXECUTIVE SUMMARY

The revised contract with the Colma-Daly City Chamber of Commerce continues to require the Chamber to promote businesses and economic development in the Town, but without the following three types of clauses:

- Confusing or conflicting provisions, and clauses that focus on operational details instead of goals and objectives;
- Provisions that expressly or impliedly fund the publication or distribution of Chamber communications, such as the Chamber newsletter, directory and map;
- Additional, minor changes requested by the Chamber.

FISCAL IMPACT

Approval of the revised contract will not require an adjustment to the Town's budget.

BACKGROUND

For many years, the Town has provided funds to the Colma-Daly City Chamber of Commerce to advertise and promote business in the Town. A form of contract was agreed to and used from 2008 to 2012.

In 2013, the City Manager proposed changes to the contract which contained many new details about how the Chamber should operate. The Chamber accepted and agreed to some changes and rejected many others by striking out, signing and returning the proposed contract. The resulting contract is confusing and, in parts, contradictory. In addition, the contract contains provisions that could lead to a conclusion that the contract expressly or impliedly funds the production or distribution of printed communications by the Chamber, which might implicate the mass mailing rule under the Political Reform Act.

Recently, the Mayor, City Manager and City Attorney met with the Executive Director of the Chamber and discussed changes that will make the contract simpler, easier to understand, and more focused on the "big picture" instead of details. Additionally, the group agreed to recommend deleting all terms that expressly or impliedly funds the production or distribution of printed communications by the Chamber because the deletion of those terms would remove the contract from being subject to the mass mailing rule. Finally, the Chamber requested that certain minor changes also be made to the contract. These changes are discussed in the Analysis section of this report.

ANALYSIS

Confusing and Inconsistent Language

Instead of listing each change proposed by the City Manager in 2013 and the Chamber's responses, this report provides a few examples to illustrate the confusion and inconsistencies that resulted.

In several places in the 2013 contract, the Chamber lined out, in handwriting, clauses of which it disapproved.

However, there are other instances where the Chamber apparently objected to a clause, or part of it, but did not line out the objectionable language. For example, in paragraph 3(e), the City Manager proposed the following clause:

[The Chamber agrees to] maintain records of all businesses that contact the Chamber regarding new locations and to follow-up with all these businesses within six months after initial contact to see if further assistance is desired

The Chamber responded by writing the following just below that clause:

It is not a function of a chamber to follow up on what is recognized in the Real Estate Business as "leads", but rather, that of a Real Estate Entity.

While it appears that the Chamber is taking issue with the proposed obligation to follow-up with businesses, the Chamber did not strike out all or any part of paragraph 3(e), as it did in other places where it objected to the proposed language.

The proposed contract cleans up all of these confusing or inconsistent terms. It retains clauses that both parties agreed should be retained, and removes clauses that both parties agreed to remove. The resulting document clearly and unambiguously sets forth the rights and obligations of the parties.

Express Funding Clauses (Mass Mailing rule)

The Political Reform Act provides that no "mass mailing" item shall be sent at public expense. The definition of a "mass mailing" includes several elements, of which two are relevant here.

One element is that the mailing was "sent at public expense." A mailing sent by a chamber of commerce is not "sent at public expense" merely because the chamber receives some public moneys from a city. However, a mailing sent by the chamber is deemed to have been "sent at public expense" if the public entity expressly funds the production and distribution of the mailing sent by the chamber.

There are several clauses in the existing contract with the Chamber that, arguably, expressly funds the production or distribution of a mailing sent by the Chamber. For example, paragraph 3(n) states:

[The Chamber agrees to] promote membership in the Chamber by mailing Chamber newsletters to non-member businesses in the TOWN.

Thus, if the other elements of a mass mailing are present, the sending of the Chamber newsletter would be a violation of the rule.

Another element of the definition is that the Chamber send more than 200 newsletters by any means to a person's residence, business or P.O. Box in any given month. The Chamber has advised the Town that it has not and does not send out more than 200 newsletters in a month. Therefore, the mass mailing rule has not been violated.

However, there is always the possibility that in the future more than 200 newsletters will be sent in any given month, such as if the Chamber's membership grows. So, to avoid making the newsletter and any other printed communication from the Chamber subject to the rule, staff recommends that the contract be revised to delete all clauses that expressly or impliedly fund the production and distribution of any mailing sent by the chamber. The majority of the changes in the proposed contract fall into this category.

Chamber's Request for Other Changes

The Chamber requests that the following words or clauses with strikethrough marks also be deleted from the contract:

[The Chamber agrees to:]

- maintain a listing of real estate agents ~~who list residential and commercial space,~~ and refer to them businesses interested in either locating or relocating in the TOWN;
- maintain records of all businesses that contact the Chamber regarding new locations ~~and to follow up with all these businesses within six months after initial contact to see if further assistance is desired;~~
- assist developers, realtors and businesses in their marketing efforts by providing a referral service ~~and access to the Chamber's mailing list;~~

As to the first clause, the Chamber advises that it maintains lists of real estate agents from which they refer people who are looking for commercial space, not residential space, which is what all other chambers do.

The Chamber states that it is not the function of a chamber to follow up on real estate "leads", as required by the second clause. Rather, that is the function of a real estate broker.

Finally, the Chamber notes that its mailing list is confidential and is reserved for Chamber members only; for that reason, it will not release its mailing list to outsiders, as required by the third clause.

The City Manager believes that the deletion of these clauses will not substantially impair the ability of the Chamber to promote businesses within the Town of Colma, which is the overarching goal of the contract.

Alternatives

One alternative would be for the Council to not revise the contract in any way. Another would be to agree to some, but not all of the proposed changes

CONCLUSION

Staff recommends adoption of the proposed resolution approving a revised contract, which would continue requiring the Chamber to promote businesses and economic development in the Town, but without the following three types of clauses identified in this report.

ATTACHMENTS

- A. Resolution
- B. Proposed Agreement
- C. Existing Agreement

RESOLUTION NO. 2014-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

RESOLUTION APPROVING CONTRACT WITH
COLMA-DALY CITY CHAMBER OF COMMERCE

The City Council of the Town of Colma does hereby resolve:

1. Findings. The City Council finds that:

- (a) The Town desires to promote and advertise the resources of the Town for the purpose of maintaining and increasing the commerce and trade of the Town;
- (b) The laws of the State of California authorize the expenditure of moneys for the promotion and advertising of the Town; and
- (c) The Chamber has as its primary objective and is organized for the purpose of maintaining and carrying on promotional activities on behalf of businesses and members in the Town.

2. Order.

The contract between the Town of Colma and Colma-Daly City Chamber of Commerce, a copy of which is on file with the City Clerk, shall be and hereby is approved by the City Council of the Town of Colma. The Mayor shall be, and hereby is, authorized to execute said contract on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabé, City Clerk

AGREEMENT

This Agreement, dated February 14, 2014 for reference purposes, is made by and between the Town of Colma, a municipal corporation, hereinafter called "Town", and the Colma-Daly City Chamber of Commerce, a non-profit corporation, hereinafter called "Chamber":

1. **Recitals.** This Agreement is made with reference to the following facts:

- (a) The Town desires to advertise the resources of the Town for the purpose of maintaining and increasing the commerce and trade of the Town;
- (b) The laws of the State of California authorize the expenditure of moneys for the promotion and advertising of the Town;
- (c) The Chamber has as its primary objective and is organized for the purpose of maintaining and carrying on promotional activities on behalf of businesses and members in the Town

2. **Purposes.** The purposes of this Agreement are to provide financial assistance to the Chamber in retaining and growing businesses within the Town and in identifying the Town as a destination for commerce. Funds contributed by the Town to the Chamber may be used in promotional activities and for operations, except that no funds may be used to publish or distribute any mass mailings.

3. **Specific Goals.** The Chamber shall:

- (a) strive to achieve and maintain a membership roster of at least 450 members;
- (b) promote the advantages and economic opportunities of the Town, and the advantage and opportunities of doing business in the Town;
- (c) maintain a listing of real estate agents, and refer to them businesses interested in locating or relocating in the Town;
- (d) maintain records of all businesses that contact the Chamber regarding new locations;
- (e) assist developers, realtors and businesses in their marketing efforts by providing a referral service;
- (f) promote the economic development of the Town, and its economic benefits, history and business environment;
- (g) maintain a regular local business recognition and appreciation program;
- (h) visit businesses and assist local businesses in identifying problems and needs they may have in order to retain them in the community; including, but not limited to, participation in Mayor/Chamber walks throughout the business community on an every other month basis, the location, date and duration of which shall be mutually agreed upon, with the

purpose to meet and talk to business people in their places of work regarding current conditions/issues/concerns;

- (i) continue to seek outside funding to supplement funding for Chamber programs;
- (j) assist the news media with stories descriptive of the Town's businesses, economy and resources;
- (k) promote ground breaking/ribbon-cuttings for new development and new businesses in Town;
- (l) maintain and make available to the Town an automated database of Chamber members that includes: geographic location, type of business and other relevant information such as number of employees, contact person, officers etc.;
- (m) promote membership in the Chamber;
- (n) partner with the Colma Historical Association to promote the various points of interest, such as the cemeteries, by selling the "Town of Souls" book;
- (o) continue and maintain a Colma presence on the Internet, including civic and business information; and
- (p) maintain an e-mail address for queries about relocating, tourist information.

4. No Mass Mailings.

- (a) No funds paid by the Town to the Chamber may be used to design, produce, print or distribute a mass mailing, as defined in the Political Reform Act, Government Code section 89001, and regulations promulgated thereunder.
- (b) The Chamber and its officials shall have complete and sole discretion over the design, production and distribution of all promotional, advertising and other communications materials. No public official of the Town shall be involved in any way in the design, production, or distribution any promotional, advertising and other communications materials of the Chamber.

5. Reports.

- (a) The Chamber will submit a written report to the Council twice a year, in January and July, describing progress in meeting the goals described herein.
- (b) The January report shall include a written list of memberships by location and business type.
- (c) The Chamber shall prepare and submit to the Town manager a proposed budget of expenditures for the period of time covered by the Agreement. At the end of the year, the Chamber shall submit a financial report to the Town.

6. Payment.

(a) TOWN has paid CHAMBER \$22,500 for the period from July 1, 2013 to the date of this agreement.

(b) The TOWN shall pay the CHAMBER the amount of \$22,500 for the period from the date of this agreement to June 30, 2014. Payment shall be made within 30 days of receipt of the report described above.

6. Term. All of said services shall be rendered between the effective date of this agreement and June 30, 2014.

Dated 2/5/2014 DALY CITY-COLMA CHAMBER OF COMMERCE
By Georgette Sarles
Georgette Sarles, President

Dated _____ TOWN OF COLMA
By _____
Helen Fisicaro, Mayor



AGREEMENT

This Agreement, dated July 1, 2013 for reference purposes, is made by and between the TOWN OF COLMA, a municipal corporation, hereinafter called "TOWN", and the COLMA-DALY CITY CHAMBER OF COMMERCE, a non-profit corporation, hereinafter called "CHAMBER":

Recitals. This Agreement is made with reference to the following facts:

- (a) The TOWN desires to advertise the resources of the Town for the purpose of maintaining and increasing the commerce and trade of the TOWN;
- (b) The laws of the State of California authorize the expenditure of moneys for the promotion and advertising of the TOWN;
- (c) The CHAMBER has as its primary objective and is organized for the purpose of maintaining and carrying on promotional activities on behalf of businesses and members in the TOWN

2. Purpose. The purposes of this Agreement are to provide financial assistance to the Chamber in retaining and growing businesses within the Town and in identifying the Town. Funds contributed by the Town to the Chamber may be used in promotional activities and for operations, except that no funds may be used to publish or distribute any mass mailings.

3. Specific Goals. The Chamber agrees to:

- (a) strive to achieve and maintain a membership roster of at least 450 members;
- (b) promptly answer all inquiries and correspondence relative to the advantages and opportunities of the Town, and to disseminate information about the Town by correspondence, newsletter, newspaper publicity, personal contacts and other means favorably advertising such advantage and opportunities of doing business in or with the Town;
- (c) ~~have available and distribute maps of Colma Daly City, have available and distribute directories of Colma Daly City businesses, clubs and organizations, churches, schools and apartment complexes;~~

This publication is designed primarily for businesses, the city governments, which it represents and certain other affiliations. It is not intended for all of the entities suggested and would be much too expensive to produce.

- (d) maintain a listing of real estate agents who list residential and commercial space, and refer to them businesses interested in either locating or relocating in the TOWN;
We have a list from which we refer people for commercial space, that is sent to us by the town. Our office maintains this log, on a continuous basis. We are not in the Real Estate Business, nor does any chamber do anymore on this topic.
- (e) maintain records of all businesses that contact the Chamber regarding new locations and to follow-up with all these businesses within six months after initial contact to see if further assistance is desired;
Our Chamber maintains a log of record on people who contacted us for this type of information. It is not a function of a chamber to follow up on what is recognized in the Real Estate Business as "leads", but rather, that of a Real Estate Entity.
- (f) assist developers, realtors and businesses in their marketing efforts by providing a referral service and access to the Chamber's mailing list.
NO! Our mailing list is private and reserved for the membership and business of the Chamber.
- (g) assist in economic development of the TOWN, including but not limited to maintaining a brochure outlining the economic benefits of the Town, its history and its business environment;
Are you not aware of all that I have done to assist Laura and the Town on Economic Development? If you had information of my work on this topic, it would be impossible for me to believe that this question would be asked.
- (h) maintain a regular local business recognition and appreciation program;
The entire council has attended this annual soiree, entitled the Annual Cypress Business Awards and Holiday Soiree. In fact, members of the council have been awarded certificates, crystal awards, plaques and more.
- (i) visit businesses and assist local businesses in identifying problems and needs they may have in order to retain them in the community; including, but not limited to, participation in Mayor/Chamber walks throughout the business community on an every other month basis, the location, date and duration of which shall be mutually agreed upon, with the purpose to meet and talk to business people in their places of work regarding current conditions/issues/concerns;
- (j) continue to seek outside funding to supplement funding for Chamber programs.
- (k) assist in the preparation of news stories descriptive of the TOWN's businesses, activities, economy and resources for publication in the CHAMBER bi-monthly newsletter.
- (l) assist the TOWN to promote ground breaking/ribbon-cuttings for new development and new businesses in TOWN by promptly mailing notices to members of such ceremonies at the TOWN's request with the notice provided by the TOWN, the business owner or developer.

The Chamber promotes this tradition with any new development or new business that will participate in these types of events, at no cost.

(m) maintain and make available to the TOWN an automated database of Chamber members that includes: geographic location, type of business and other relevant information such as number of employees, contact person, officers etc.

(n) promote membership in the Chamber by mailing Chamber newsletters to non-member businesses in the TOWN. 9/13/13
Wen
9/18/13

~~(o) Distribute Chamber Newsletters to all businesses in Colma, even if they are non-members.~~

No, not relevant and much too costly. We do deliver a large quantity to Town Hall. 9/13/13
Wen
9/18/13

~~(p) Provide five free memberships to non-members having a business in Colma.~~

No, this violates our practices and advertising criteria with our membership. 9/13/13
Wen
9/18/13

~~(q) Invite all Colma businesses to regular mixers, even if they are not members.~~

No. Our business mixers are sponsored by and for members, who attend to network, conduct business and etc. The member host pays for the food, beverage and anything else and certainly could not be expected to cover costs for these other people. 9/13/13
Wen
9/18/13

(r) partner with the Colma Historical Association to promote the various points of interest, such as the cemeteries, by selling the "Town of Souls" book.

The Chamber has sold this book since it was first was offered. Also, we partner with both cities Historical Associations on an ongoing basis.

(s) continue and maintain a Colma presence on the Internet, including civic and business information; and

We do maintain a Colma presence on the Internet and much MORE! I invite you to view our website- WWW.dalycity-colmachamber.org.

(t) maintain an email address for queries regarding relocation and tourism

The Chamber provides its email address and website address in all of its advertising and publications, in order to better serve all that it advocates. Naturally, the topics of relocation and tourism are addressed appropriately.

(4) **No Mass Mailings.**

(u) No funds paid by the Town to the Chamber may be used to design, produce, print or distribute a mass mailing, as defined in the Political Reform Act, Government Code section 89001, and regulations promulgated thereunder.

(v) The Chamber shall use its best efforts to segregate funds contributed by the Town from funds used to design, produce, print or distribute a mass mailing, as defined in the Political Reform Act, Government Code section 89001, and regulations promulgated thereunder.

(w) For purposes of this agreement, "mass mailing" means:

- (1) any tangible item, such as a videotape, record, or button, or a written document, delivered by any means to the recipient at his or her residence, place of employment or business, or post office box;
- (2) which either features an elected officer affiliated with the Town of Colma or includes the name, office, photograph, or other reference to an elected officer affiliated with the Town of Colma; and
- (3) where more than two hundred substantially similar items are sent, in a single calendar month, excluding any item sent in response to an unsolicited request.

5. Reports.

(a) The Chamber will submit a written report to the Council twice a year, in January and July, describing progress in meeting the goals described herein.

As per the direction of both, prior city managers Diane Mc Grath, and Laura Allen, the Chamber submits this information in it's semi-annual report twice a year, in January and July. There has not been one problem from any of these semi-annual reports. In fact, the information has been given directly to the council and it has been satisfactorily approved and favorable comments have been received by the Chamber.

(b) The January report shall include a written list of memberships by location and business type.

No. The Chamber already provides this information in the context requested by Laura Allen and it would be very difficult to produce anything more accurate.

(c) The Chamber shall prepare and submit to the TOWN manager a proposed budget of expenditures for the period of time covered by the Agreement. At the end of the year, the Chamber shall submit a financial report to the TOWN.

6. **Payment.** The TOWN agrees to pay the CHAMBER the amount of \$45,000 for the period from July 1, 2013 to June 30, 2014. Payment shall be made in two installments of \$22,500 each within 30 days of receipt of bi-annual reports described above.

7. **Term.** All of said services shall be rendered between the effective date of July 1, 2013 and ending June 30, 2014.

///

///

///

///

///

Dated 9-19-2013

TOWN OF COLMA:

By Joann del Rosario
Hon. Joann del Rosario, Mayor

By Bill Norton
Bill Norton, Interim City Manager

Dated 9-13-2013

COLMA/DALY CITY
CHAMBER OF COMMERCE:

By Georgette Sarles
Georgette Sarles, President/CEO



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Kathleen Gallagher, Sustainability Programs Manager *KG*
 Michael Laughlin, City Planner *ML*
 Lori Burns, Human Resources Manager *LB*

VIA: Sean Rabe', City Manager *SR*

MEETING DATE: February 13, 2014

SUBJECT: Town's Sustainability Policy

RECOMMENDATION

Staff recommends that the City Council adopt the following resolution:

RESOLUTION ADDING SUBCHAPTER 1.15 TO THE COLMA ADMINISTRATIVE CODE PROVIDING FOR A SUSTAINABILITY POLICY

EXECUTIVE SUMMARY

The Town's Climate Action Plan (CAP) adopted on May 8, 2013 outlined programs to be implemented by the Town that included adoption of a Sustainability Policy (Policy). The purpose of the Policy is to encourage practices to increase energy efficiency, reduce water consumption and reduce waste in Town operations. If the City Council adopts this Policy, the Town will lead by example through sustainability efforts, creating a healthier community, reducing operating costs, and reducing greenhouse gas emissions (GHG).

The Policy provides comprehensive and practical guidelines for staff to increase sustainability in purchasing office supplies, energy and water efficient products, and a fuel-efficient fleet. The Policy also encourages practices in green building, energy efficiency, and sustainable landscaping. Once the Policy is adopted, Planning staff will provide an annual progress report.

FISCAL IMPACT

The Policy states that staff will implement the policy where feasible and directs staff to purchase sustainable products that cost no more than 10% of the less sustainable product. The fiscal impact for item types covered under the purchase policy will not be significant, and are included in the existing operating budget of each department.

Fiscal impacts for items such as green building for Town projects, upgrades for energy or water efficiency and creating a fuel-efficient fleet will be evaluated at the time a project or larger purchase is being considered. It is likely that any increased initial cost would be offset by any savings in operational costs. Rebates or no-cost financing may be used for upgrades.

CLIMATE ACTION PLAN CONSISTENCY

Adoption of a Sustainability Policy is consistent with the CAP as the Policy is detailed in the CAP as one of the CAP measures to be implemented.

BACKGROUND

In 2006, the State of California enacted AB 32, the Global Warming Solutions Act of 2006. AB 32 established a statewide reduction target for reducing GHGs to 1990 levels by 2020, and to 80% below 1990 levels by 2050. AB 32 also delegated the task of its implementation to the California Air Resources Board (CARB). Due to the absence of GHG inventory information for 1990, CARB recommended jurisdictions meet the AB 32 target by reducing GHGs 15% below 2005 levels, and 80% below 2005 levels by 2050.

In 2008, the City Council adopted Resolution 2008-45, which pledged to develop a CAP, complete a GHG inventory, execute the U.S. Mayors' Climate Protection Agreement, and authorized the Town to participate in the Silicon Valley Climate Protection Partnership.

In May 2013, the City Council approved the Town's Climate Action Plan which includes 25 programs to be implemented by the Town. Adoption of a Town Sustainability Policy is one of the Town's CAP measures. By adopting the Policy, the Town will lead by example through sustainability efforts. This is important as we encourage Colma's businesses and residents to participate in sustainability programs.

ANALYSIS

The Policy is divided into the following subject areas:

- Purchasing
- Energy Efficiency
- Water Efficiency
- Green Building
- Fuel Efficient Fleet
- Waste Reduction

A brief description of each aspect of the Policy is discussed below:

Sustainable Purchasing – Paper and Office Supplies

In July 2013, CAP team staff (City Planner, Human Resources Manager and Sustainability Manager) developed a draft Policy to encourage the purchasing of recycled content materials (e.g. copy paper) and incorporate other sustainability practices. The draft policy was circulated and staff was asked to provide feedback before the draft was presented to the City Council for

consideration. The CAP team developed a 'Green Resource Sheet' to make it easy for staff to find green products. Staff from all departments involved in procurement met to discuss the policy, provide feedback, and provide green resources. Feedback from staff regarding the draft policy has been positive. The CAP team will continue to assist staff involved in purchasing sustainable products.

The CAP team researched the more readily used products purchased and found that several green products are approximately the same price as the less sustainable product. In some instances, green products cost less than the less sustainable product. For example, a box of copy paper with no recycled content costs \$52.99 per case (500 sheets per ream, 10 reams per case). By comparison, a case of 30% recycled content costs less at \$49.99 (500 sheets per ream, 10 reams per case). Another example includes a readily used product; a box of manila file folders made with no recycled content costs \$9.99 per box, by comparison, a box of manila file folders made with 30% recycled content costs less at \$8.29 per box.

Sustainable Purchasing – Electronic Equipment

When new electronic equipment is needed, the Policy recommends the purchase of "Energy Star" products and products which meet "EPEAT" (Electronic Product Environmental Assessment Tool) energy efficiency standards.

Sustainable Purchasing - Water Efficient Products

When needed, the Policy recommends the "Water Sense" certification for the purchase of new plumbing fixtures. All employees are encouraged to reduce water use and provide suggestions to the Sustainability Manager.

Sustainable Purchasing – Building Materials

The Policy recommends that purchasers of building materials for small projects consider sustainable factors such as recycled content, local sourcing or sustainable harvesting practices. For Town construction projects, the Public Works Director shall review LEED green building practices during design and construction activities and shall consider selecting building materials that meet LEED™ standards.

Energy Efficiency

Increasing energy efficiency includes a critical look at Town facilities and various types of lighting in the Town. The Policy encourages the installation of energy efficient street lighting, traffic signal, park and parking lot lighting with energy efficient fixtures, when funds or rebates are available. The Town is fortunate to have contacts and resources through PG & E and San Mateo County Energy Watch who are assisting in this effort. All employees are encouraged to consider opportunities for increasing energy efficiencies and reducing energy use.

Water Efficiency

Increasing water efficiency includes assessments to increase water conservation at Town facilities. The Public Works Director will consider initiating upgrades ,when funds or rebates are available for this purpose. Water efficiency for landscaping is encouraged by the implementation

of provisions of *Sustainable Guidelines for Landscape Professionals*. The City Planner is tasked with establishing a preferred list of native and drought-tolerant plants.

When exterior hardscape modifications are made to existing Town facilities or when new facilities are built, the Public Works Department will consider the replacement of impervious surfaces and replace with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways. In addition, the Public Works Department shall work with the Town's sanitary sewer agencies to plan for and establish a reclaimed water system throughout the Town.

Green Building Practices

When new construction or major renovations of Town facilities and projects are being designed and planned, LEED or equivalent green building practices and techniques will be considered by the Public Works Department and the Project Architect in the development stages of the proposed projects. This will be done with the design of improvements to Town Hall.

The Sustainability Manager will consider a feasibility study for solar installations on Town properties and will consider the implementation of solar when funds, rebates or grants are available. The Town will consider participation in a regional joint purchase of solar power.

Converting to a Fuel Efficient Vehicle Fleet

When replacing Town fleet vehicles, the City Manager, Public Works Director or Police Chief will consider the purchase of fuel-efficient vehicles, provided the vehicle meets the performance standard needed for its purpose. When replacing vehicles, less-polluting alternatives such as compressed natural gas, bio-based fuels, hybrids, electric batteries or fuel cells types will be considered.

Reducing Waste

In working with the Town's waste haulers, the Sustainability Manager, and Public Works Director will consider opportunities to reduce landfill through optimizing recycling programs, reuse programs, source reduction and composting. All employees are encouraged to reduce waste whenever possible.

Council Adopted Values

The adoption of the proposed Policy also furthers the Town's Value-Based Code of Conduct. In particular, the proposed Policy furthers the future *vision* of the Town by requiring the Town to consider the environment when making certain purchasing decisions and in its energy and water usage.

Alternatives

- The City Council can choose not to adopt a Sustainability Policy. Without a policy, independent purchasing decisions by departments would not need to consider sustainability aspects of the product. This alternative is inconsistent with Council's

adoption of the Climate Action Plan that includes a measure to adopt a Sustainability Policy.

- The City Council can choose to modify the Sustainability Policy to require that certain items in the Policy be mandatory instead of discretionary and based on feasibility. This will aid the Town in responding to any argument that the Policy doesn't truly decrease greenhouse gas emissions due to the discretion allowed in the Policy. However, because the Policy only applies to municipal operations and such operations only account for 1 percent of greenhouse gas emissions in the Town, any impact from mandatory versus discretionary language may be negligible.

CONCLUSION

Staff recommends that the City Council Adopt the Sustainability Policy, with or without amendments.

ATTACHMENTS:

A - Resolution Adopting Sustainability Policy

B - Responsibility Matrix

RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma

**RESOLUTION ADDING SUBCHAPTER 1.15 TO THE COLMA ADMINISTRATIVE
CODE PROVIDING FOR A SUSTAINABILITY POLICY**

The City Council of the Town of Colma hereby resolves:

ARTICLE 1. CAC SUBCHAPTER 1.15 ADDED

The Colma Administrative Code is amended by adding Subchapter 1.15 to Chapter One, to read as follows:

SUBCHAPTER 1.15: SUSTAINABILITY POLICY

1.15.010 Purpose and Scope

(a) The purpose of the Town of Colma's Sustainability Policy is to institute practices in the Town's daily operations to increase energy efficiency and reduce water consumption, greenhouse gas emissions (GHG) and waste. The Town and its employees lead by example in implementing sustainability efforts, creating a healthier community and reducing operating costs and GHG. The Sustainability Policy assists the Town in meeting the GHG reduction target established in the Climate Action Plan (CAP).

(b) This policy is only for the Town's municipal operations and does not apply to commercial or residential properties located within the Town of Colma.

1.15.020 Definitions

As used in this Policy:

"Consider" means to actively and in good faith seek the stated objective.

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"EPEAT (Electronic Product Environmental Assessment Tool)" means that a product has been reviewed under a comprehensive global environmental rating system that helps purchasers identify greener computers and other electronics.

"Feasible" means whenever possible and compatible with local, state and federal law, without reducing safety, quality, or effectiveness, and where the practice, product or service is available at a reasonable cost in a reasonable period of time. Reasonable cost shall be considered to be no more than 10% of the less sustainable product.

"Leadership in Energy and Environmental Design (LEED™) Rating System" means the green building assessment system developed by the U.S. Green Building Council designed for rating new and existing commercial, institutional, and high-rise residential buildings.

"Post Consumer Recycled Content" means a finished material which would normally be disposed of and does not include manufacturing or converting wastes; it is written as a percentage of recovered material.

"Purchaser" means an individual within a Town department who is responsible for making decisions to acquire goods and services on behalf of the Town.

"U.S. EPA Guidelines" means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency.

1.15.030 Implementation

(a) This Sustainability Policy is to be implemented only when feasible. Nothing contained in this policy shall be construed as requiring the Town or its employees to implement practices or procure products that do not perform adequately for their intended use.

(b) The Planning Department and Sustainability Manager provide resources in coordination with other appropriate Town staff. The Planning Department will annually monitor policy compliance and provide a progress report to the City Manager.

(c) Provided that there are budgeted funds for this purpose, the Sustainability Manager shall conduct feasibility and other studies to supplement and implement these policies and to encourage and educate users to engage in sustainability practices.

(d) Vendors and contractors are encouraged to comply with applicable sections of this policy for products and services provided to the Town.

1.15.040 Purchasing Environmentally Preferable Materials

(a) *Office Products Materials Made with Recycled Content.* Purchasers of office products shall, where feasible, purchase paper products that contain a minimum of 30% Post Consumer Recycled Content. Sustainable non-paper office items such as recycled plastic products, certified AP non-toxic markers, toner and desk top supplies shall, where feasible, be considered by the purchaser. (Further information is at www.recycleworks.org/cgi-bin/bin/user/guide.pl?id_guide=39)

(b) *Energy Efficient Electronic Equipment.* Purchasers of electronic equipment shall, where feasible, purchase products that include the "Energy Star" certification and should meet "EPEAT" energy efficiency standards. When "Energy Star" or "EPEAT" certified products are not available, equipment will be as energy efficient as possible. All employees shall maintain and operate equipment with the most energy efficient settings. (Further information is available at www.energystar.gov).

(c) *Water Efficient Products.* Purchasers of plumbing fixtures, faucets, and toilets shall, where feasible, purchase items that include the "Water Sense" certification. All employees are encouraged to reduce water use and provide suggestions to the Sustainability Manager (Further information is available at www.epa.gov/watersense and www.bawsca.org).

(d) *Building Materials That Support Green Building.* Purchasers of building materials for small projects will consider sustainable factors such as recycled content, local sourcing or sustainable harvesting practices. For Town construction projects, the Public Works Director shall review LEED green building practices during design and construction activities and will consider selecting building materials that meet LEED™ standards.. (Further information is available at www.recycleworks.org/greenbuilding/resources/html and www.usgbc-ncc.org).

1.15.050 Increasing Energy Efficiency

(a) *Facilities.* The Town Sustainability Manager and Public Works Director shall monitor energy trends in Town facilities and coordinate efficiency efforts with PG & E, San Mateo County Energy Watch or other regional energy efficiency programs. All employees will consider opportunities for increasing energy efficiencies and reducing energy use. (Further information is available at www.pge.com/business).

(b) *Lighting.* The Town Sustainability Manager shall commission energy efficiency assessments of Town lighting, and where applicable, coordinate efficiency efforts with PG&E, San Mateo County Energy Watch or other regional programs for energy assessments and energy upgrades. The Public Works Director should initiate the installation of street lighting, traffic signal, park and parking lot lighting with energy efficient fixtures when funds or rebates are available.

1.15.060 Increasing Water Efficiency

(a) *Facilities.* The Town Sustainability Manager shall commission assessments to increase water conservation at Town facilities. The Public Works Director will consider initiating upgrades when funds or rebates are available for this purpose. (Further information is available at www.bawsca.org/water-conservation/).

(b) *Landscaping.* The Town Sustainability Manager and the purchaser of landscape maintenance services should meet with the Town's landscaper contractor to encourage implementation of provisions of *Sustainable Guidelines for Landscape Professionals*. (Further information is available at www.bayfriendlycoalition.org). The City Planner should establish a preferred list of native and drought-tolerant plants. Low water use or perennial plants are to be considered over annual plantings. (Further information is available at www.bayfriendlycoalition.org).

(c) *Permeable Surfaces in Town Projects.* When exterior hardscape modifications are made to existing Town facilities or when new facilities are built, the Public Works Department will consider the replacement of impervious surfaces and replace with permeable substitutes such as permeable asphalt, concrete or pavers for walkways, patios, parking lots and driveways.

(d) *Recycled water use.* The Public Works Department shall work with the Town's Sanitary Sewer agencies to plan for and establish a reclaimed water system throughout the Town. (Further information is available at www.bawsca.org/water-conservation/recycled-water).

1.15.070 Implementing Green Building Practices

(a) *Green Building Practices* When new construction or major renovations of Town facilities and projects are being designed and planned, LEED or equivalent green building practices and techniques will be considered by the Public Works Department and the Project Architect in the development stages of the proposed projects. (Further information is available at www.recycleworks.org/greenbuilding/resources/html and www.usgbc-ncc.org)

(b) *Solar Feasibility Study and Regional Joint Purchase of Solar.* The Sustainability Manager shall consider a feasibility study for solar installations on Town properties and consider implementation when funds, rebates or grants are available. The Town will consider participation in a regional joint purchase of solar power. (Further information is available at www.recycleworks.org/greenbuilding/solar.html).

1.15.080 Converting to a Fuel Efficient Vehicle Fleet

When replacing Town fleet vehicles, the City Manager, Public Works Director or Police Chief will consider the purchase of fuel-efficient vehicles, provided the vehicle meets the performance standard needed for its purpose. When replacing vehicles, less-polluting alternatives such as compressed natural gas, bio-based fuels, hybrids, electric batteries or fuel cells types are considered (Further information is available at <http://www.fueleconomy.gov/>).

1.15.090 Reducing Waste

(a) In working with the Town's waste haulers, the Sustainability Manager and Public Works Director will consider opportunities to reduce landfill through optimizing recycling programs, reuse programs, source reduction and composting.

(b) All employees are encourage to reduce waste whenever possible.

ARTICLE 2. SEVERABILITY.

Each of the provisions of this resolution is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions.

ARTICLE 3. CEQA.

(a) On May 8, 2013, the City Council adopted a negative declaration to analyze the environmental effects from adoption and implementation of its Climate Action Plan. This negative declaration was prepared, processed, and adopted pursuant to the requirements of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA") and the State CEQA Guidelines, California Code of Regulations, Title 14, Section 15000 et seq. A component of the Climate Action Plan is the Town's adoption of this Sustainability Policy. The City Council has reviewed the Sustainability Policy and has found in its independent judgment and analysis that it is within the scope of the Climate Action Plan, and the environmental effects

of adopting this Sustainability Policy have already been analyzed in the prior negative declaration.

(b) Further, the City Council finds that there is no evidence that the Climate Action Plan will be substantially changed due to the adoption of this Sustainability Policy which will require revisions to the previous negative declaration due to the involvement of new significant environmental effects or an increase in the severity of already identified environmental effects, especially as the Climate Action Plan recommends adoption of the Sustainability Policy. In addition, no substantial changes have occurred with respect to circumstances in which the Climate Action Plan or Sustainability Policy is adopted that would require revisions to the prior negative declaration due to the involvement of new significant environmental effects or an increase in the severity of already identified environmental effects. Lastly, no new information of substantial importance, that was not known or could not have been known at the time the prior negative declaration was adopted, has arisen in the context of the City Council's adoption of this Sustainability Policy. Finally, the City Council finds that no new or increased significant environmental effects would result from the adoption of this Sustainability Policy and all environmental effects have been adequately analyzed and addressed by the prior negative declaration.

(c) The City Council hereby relies on this prior negative declaration in its adoption of this Sustainability Policy.

ARTICLE 4. EFFECTIVE DATE.

This resolution shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

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Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabe', City Clerk

Sustainability Policy Matrix - January 2014

Policy	Responsible Party:						
	City Planner	Sustainability Manager	Public Works Director	Recreation and Parks Department	City Manager or Town Hall Staff	Police Department	All Employees
Purchasing							
Office							
Electronics							
Water Fixtures							
Building Materials							
Energy Efficiency							
Facilities							
Lighting							
Water Efficiency							
Facilities							
Landscape							
Permeable Surfaces							
Recycled Water							
Green Building							
Green Bldg. Practices							
Solar Feasibility							
Fuel Efficient Fleet							
Vehicle purchase							
Reduce Waste							
Waste Reduction							

Notes: The City Planner, Sustainability Manager and Human Resources Director will provide resources to staff regarding purchasing and produce an annual report.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Brad Donohue, Director of Public Works

VIA: Sean Rabé, City Manager

MEETING DATE: February 13, 2014

SUBJECT: Pacific Gas & Electric's Energy Efficiency Retrofit Program, also known as On-Bill Financing

RECOMMENDATION

Staff recommends that City Council adopt the following resolution:

RESOLUTION AUTHORIZING A CONTRACT WITH PACIFIC GAS & ELECTRIC COMPANY (PG&E) FOR AN INTEREST FREE LOAN THROUGH PG&E'S ENERGY EFFICIENCY RETROFIT PROGRAM, ALSO KNOWN AS ON-BILL FINANCING (OBF)

EXECUTIVE SUMMARY

Pacific Gas and Electric Company (PG&E) administers the Energy Efficiency Retrofit Program, also known as On Bill Financing (OBF), that can provide customers, including the Town of Colma, with a zero percent interest free loan for costs associated with energy efficiency upgrades. The OBF program allows for the energy efficiency upgrades to be paid interest free through savings on the Town's monthly utility bills. Savings on the utility bills would then be realized in future years after the loan is repaid.

The Town has an opportunity to use OBF loan program funds to execute a work order with PG&E to replace the Town's high pressure sodium (HPS) street lights with lower energy-use light emitting diode (LED) street lights. The Town also an opportunity to use OBF loan program funds for energy improvements to mechanical systems at certain Town facilities.

FISCAL IMPACT

PG&E's On-Bill Financing Program is a loan program from PG&E. Loan payments or paybacks are based solely on the monthly savings derived from the energy efficiency

upgrades, and are paid back to PG&E monthly through the savings on the Town's PG&E utility bills. Therefore there will be no impact on the General Fund during the repayment period. It is estimated that the loan repayment for the street light replacement will take approximately 6.5 years, after which the Town will realize the entire savings, estimated at \$5,674 annually. The loan payment period for energy efficiency upgrades at the various Town owned facilities is estimated to be 5.5 years with annual saving to be in the range of \$3,600.

BACKGROUND AND ANALYSIS

Street Lights and Traffic Signals- Light Emitting Diode (LED) Technology

LED technology has been available for many years, and in the early 2000's the Town converted the Town's traffic control signal lighting to LED to capitalize on both energy savings and maintenance costs. Within the last two years, the Town converted approximately 16 dual cobra head street lights to LED (32 lights in total) on Junipero Serra Boulevard using the American Recovery and Reinvestment Act (ARRA) Federal Funds for the same reasons as stated above.

LED lighting provides a number of benefits to the community. The lighting consumes less energy than traditional lighting, supports operational efficiency and helps meet the Town's climate action goals. The benefits of LED lighting can be better directed, reducing light pollution and supporting Dark Sky objectives.

LED lighting contains no mercury, lasts 3 to 5 times longer and requires less maintenance than the existing High Pressure Sodium (HPS). LED lighting increases clarity and color distinction for the viewer. This may improve visibility and safety on both roadways and sidewalks.

The current lighting system includes a variety of HPS fixtures, which have been the standard for many years. Converting these lights to LED technology will provide the Town with first year energy cost savings of \$5,674, annual energy savings of 42,197 kilowatt hours, and a reduction of annual CO2 output by 22,111 pounds.

The cost to replace HPS lights with LED is estimated to be \$44,854. With eligible rebates of \$8,150, the net estimated price is \$36,704. The work would be accomplished by obtaining a zero-interest loan through the PG&E's OBF Program and PG&E would then complete the change out through a licensed installation contractor.

The PG&E street light replacement turnkey program allows for a streamlined solution to implementing a street light based energy conservation project. The goal of the program is to deliver the project with minimal resources required from the Town and to use the money saved from reduced energy consumption and operational maintenance costs to pay the debt service. The program has the flexibility to allow participants to finance the entire project by this method or to pay for part of it out of existing funds and finance the remainder.

Participation in the street light replacement turnkey program would require the Town to execute a work order with PG&E pursuant to its existing Services Agreement dated October 21, 2010. The work order would authorize PG&E to replace HPS street lights with LED street lights. PG&E also agrees to handle all project construction tasks, including obtaining low bid contractors, obtaining and disposing of fixtures, construction oversight, and warranty of the work. Once the installation of LED street lights is complete, PG&E will prepare the paperwork to:

- Convert all the fixtures to a new billing rate;
- Process PG&E rebates, (currently the rebate is estimated to be \$8,150);

Facility Enhancements to Mechanical Systems and Equipment

The Town's Sustainability Manager in combination with San Mateo County Energy Watch, SMC, (A local government Partnership, between the City/County Association of Governments of San Mateo and Pacific Gas and Electric Company) performed a facility energy audit to make further assessments regarding energy efficiencies, (Please see Exhibit A). The facilities that were audited for energy efficiencies were Colma Community Center, Colma Museum, The Corporation Yard, Sterling Park recreation Center, Creekside Villas and The Colma Police Department. Colma Town Hall and Town Hall Annex facilities were not assessed for energy efficiencies due to planned renovations. Staff along with PG&E will be working together through the design portion of the Town Hall Renovation Project to capitalize on rebates and cost saving features along with a plan for the Town Hall Campus that meets the goals of the Towns Climate Action Plan.

The facility energy audit for the various Town facilities showed that most facilities are operating reasonably energy efficient. However, the audit did prove that with some minor investment in energy efficiency upgrades to mechanical systems, the Town could see energy cost savings and reduce the amount of CO₂ emitted into the atmosphere. If the improvements are installed it is estimated that a reduction of CO₂ would be in the range of 36,300 lbs per year.

The cost to make the improvements to the various mechanical systems at the facilities is estimated to be \$22,729. With eligible rebates of \$2,904, the net estimated cost to the Town is \$19,826. The work would be paid for by obtaining a zero-interest loan through PG&E's OBF Program. The pay back is estimated to be in the range of 5.5 years, after the pay back term has been completed the Town would have an annual saving of approximately \$3,619. Unlike the street light replacement turnkey program, the Town would be responsible for obtaining its own contractor to install the various energy efficiency upgrades at the facilities. Staff is proposing to have the Town's mechanical service contractor install the various upgrades.

PG&E On-Bill Financing Program

The On-Bill Financing (OBF) Program allows government agencies to make facility improvements without large outlays of cash. PG&E will finance the project, and the Town can pay the loan interest-free through its monthly utility bills.

OBF is available to fund many technologies, including lighting, refrigeration, HVAC, and

LED street lights. Loan funds must be used to purchase and install qualifying energy efficient equipment. Loan terms and monthly payment amounts are determined based on the estimated monthly savings from the new products. Government agencies may qualify for loans to Finance Street Light Conversions between \$5,000 and \$250,000, with maximum loan payback of up to 120 months (10 Years).

Procurement Process for Energy Service Contract

There are advantages to the Town partnering with PG&E on energy efficiency projects. As the Town's local energy provider, PG&E has access to all relevant billing rate information and available incentives.

The proposed agreement with PG&E is atypical of the Town's usual contracting procedures. In a typical project bidding scenario, the Town would identify a project and solicit proposals for the design of that project, then award a construction contract to the lowest responsible bidder. However, California Government Code Section 4217.12 and 4217.13 allow the Town to forgo this standard procurement processes for "energy services contracts" and "energy financing contracts". Based on the cost and payback period on investment and the long term benefit to the Town in reduced energy use and costs, it is recommended the Town Council authorize the City Manager to execute contracts for the OBF Program in order to allow PG&E to replace HPS street lights with LED street lights, and allow the Town to contract for energy efficiency upgrades at certain Town facilities..

Attached to this report is a proposed resolution that authorizes the City Manager to:

- execute any application and loan agreement with PG&E to obtain a zero percent interest free loan under the OBF Program for costs associated with energy efficiency upgrades.
- execute a work order with PG&E pursuant to the Town's existing Services Agreement with PG&E dated October 21, 2010, and pursuant to PG&E's street light replacement turnkey program, for the replacement of the Town's HPS street lights with LED street lights.
- execute a work order with the Town's mechanical service contractor to install energy improvements to mechanical systems at certain Town facilities.

The resolution makes the required findings under Government Code Section 4217.12 and 4217.13. More specifically, Government Code Section 4217.12 requires the Town to find and determine that any OBF loan agreement is on terms that are in the Town's best interest, and that funds for the repayment of any loan are projected to be available from funds that would have otherwise gone to pay for energy costs associated with non-energy efficient equipment. Further, Government Code Section 4217.13 required the Town to find and determine that any contract with PG&E for the replacement of the Town's HPS street lights with LED street lights, and any contract with the Town's mechanical service contractor for the installation of energy efficiency upgrades at certain Town facilities, will be on terms that are in the Town's best interest, and the costs for the energy efficiency

upgrades will be less than the anticipated marginal costs associated with the energy that would have been consumed by the Town in the absence of the upgrades.

Finally, in compliance with both Government Code Section 4217.12 and 4217.13, a public hearing is being held before the Town's execution of any OBF loan agreement or execution of an agreement with PG&E or the Town's mechanical service contractor, and public notice of this hearing has been provided at least two weeks in advance,

Efforts to Date

PG&E has met with Town representatives and conducted an inventory of the street light system and the various facilities and their equipment and mechanical systems. Working together, the inventory was refined and finalized. This has allowed PG&E, along with the San Mateo County Energy Watch, to provide a highly accurate assessment of the Town's potential energy savings.

Sustainability

Authorizing the City Manager to execute contracts for the OBF Program in order to allow PG&E to replace HPS street lights with LED street lights, and allow the Town to contract for energy efficiency upgrades at certain Town facilities will enable the Town of Colma to reduce greenhouse gas emissions, a component that is critical in meeting our 2020 goals in the Town's Climate Action Plan.

Council Adopted Values

Visionary is one of the values that City Council adopted within their Strategic Plan. In authorizing the City Manager to execute contracts for the OBF Program in order to allow PG&E to replace HPS street lights with LED street lights, and allow the Town to contract for energy efficiency upgrades at certain Town facilities, the Council will be making a visionary decision. This is true because the replacement of street lights and other energy efficiency upgrades at Town facilities will aid the Town in reducing GHG emissions and produce real energy cost savings for the Town now and in the future.

Alternates

Not authorize the City Manager to enter into the OBF Program with PG&E, and instead, complete the work using Town Resources.

CONCLUSION

Staff recommends that that the City Council approve the attached resolution.

ATTACHMENTS:

- A. Energy Recommendations for Town Hall Facilities
- B. PG&E Work Order for Street Light Program
- C. Resolution

Comprehensive Energy Recommendations for Town of Colma

11/22/2013

Simple Payback: 5.5 years

Recommended Measures: OBF Eligible



Measure Description	Peak Period Demand (kW)	Annual Electric (kWh) Savings	Annual Gas (therms) Savings	Annual Cost Savings	Pre-Incentive Measure Cost	Potential PG&E Incentive	Post-Incentive Measure Cost	Annual CO ₂ Equivalent Reduction (lbs)
Colma Community Center								
Demand Circ Pumps for DHW	0.0	630	676	\$775	\$1,932	\$771	\$1,161	8,400
Install occupancy sensor for restroom exhaust fan	0.0	224	0	\$38	\$362	\$18	\$344	400
Implement Demand Control Ventilation in Large Meeting Room	0.0	1,343	0	\$228	\$3,059	\$107	\$2,952	2,100
Install Rooftop Optimization Controls	2.8	5,520	0	\$938	\$4,347	\$718	\$3,629	8,700
Colma Community Center subtotal	2.8	7,717	676	\$1,980	\$9,700	\$1,613	\$8,087	19,600
Museum								
Install Rooftop Optimization Controls	1.3	3,729	0	\$634	\$4,347	\$430	\$3,917	5,900
Install occupancy sensor on bathroom exhaust fan	0.0	33	0	\$6	\$362	\$3	\$360	100
Museum subtotal	1.3	3,762	0	\$639	\$4,709	\$433	\$4,276	6,000
Corp Yard								
Install Gaspak Optimization Controls	0.0	0	23	\$23	\$869	\$23	\$847	300
Corp Yard subtotal	0.0	0	23	\$23	\$869	\$23	\$847	300
Sterling Park Recreation Center								
Install Gaspak Optimization Controls	0.0	0	24	\$24	\$869	\$24	\$845	300
Sterling Park Recreation Center subtotal	0.0	0	24	\$24	\$869	\$24	\$845	300
Creekside Villa								
Replace Fountain Pump with High Efficiency VFD Pump	0.0	1,050	0	\$178	\$4,649	\$84	\$4,565	1,700
Creekside Villa subtotal	0.0	1,050	0	\$178	\$4,649	\$84	\$4,565	1,700
Police Department								
Demand Circ Pumps for DHW	0.0	630	676	\$775	\$1,932	\$726	\$1,206	8,400
Police Department subtotal	0.0	630	676	\$775	\$1,932	\$726	\$1,206	8,400
TOTAL	4.1	13,159	1,399	\$3,619	\$22,729	\$2,904	\$19,826	36,300

The "simple payback" is the number of years it will take for the annual cost savings to pay for the cost of implementing the measure. Payback calculations do not account for inflation or additional savings that may result from improved equipment life and reduced operation and maintenance costs. Measure Cost estimates for non-deemed measures were found using RS Means Mechanical Cost Data 2011, and includes a 16% RS Means geographic markup, a 15% General Contractor markup, and 10% for sales tax. These costing numbers do not imply or guarantee actual project costs; the customer will work with their own contractors to determine these costs.

**WORK ORDER
STREETLIGHT REPLACEMENT**

This WORK ORDER ("Work Order"), effective as of May __, 2013 ("Work Order Effective Date") is made and entered into by and between City of _____ ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Work Order is subject to the terms and conditions of the PG&E Services Agreement between Customer and PG&E entered into on or about February 16, 2012 ("Services Agreement").

In accordance with the provision of the Services Agreement, the Customer wishes to engage PG&E and its Subcontractor to provide PG&E's street light replacement services, subject to the terms of the Services Agreement and hereby notifies PG&E to commence work on the following Project:

PROJECT NAME: City of _____ – Streetlight Replacement

CONTRACT No. _____

AMOUNT OF WORK ORDER: \$ _____

ESTIMATED START DATE: _____ calendar days after the Work Order Effective Date

1. SCOPE OF WORK

1.1 The streetlight replacement services ("Services") to be performed by PG&E and its Subcontractors are described in the Scope of Work (Exhibit A), which is attached hereto and incorporated by reference herein.

1.2 PG&E EXPRESSLY RESERVES ALL ITS RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE RIGHT TO UTILIZE OTHERS TO PERFORM THE SERVICES OF THE TYPE CONTEMPLATED BY THIS WORK ORDER; THE RIGHT TO REQUEST WORK ORDERS FROM OTHERS FOR THE SERVICES OF THE TYPE CONTEMPLATED BY THIS WORK ORDER AND THE UNRESTRICTED RIGHT BY PG&E TO BID OR PERFORM ANY SUCH SERVICES OR WORK.

2. ORDER OF PRECEDENCE

In the event of a conflict between the provisions of the Work Order, the Scope of Work, and the Services Agreement, the following order of precedence shall apply (in descending order): (a) this Work Order, (b) the Scope of Work, and (c) the Services Agreement.

3. DELIVERABLES

For purposes of this Work Order, the deliverables will consist of the following items (collectively, the "Deliverable"):

- Summary report listing street lights fixtures that were replaced, energy savings and project cost
- Revised GIS-based inventory of the affected streetlights

- Copies of third party warranties for the new streetlights and photo controls
- Certified payrolls for subcontractors performing the streetlight fixture replacements

4. PERFORMANCE OF SERVICES

PG&E shall have no obligations to perform any Services under this Work Order unless and until both Parties have signed this Work Order. The issuance of this Work Order does not commit PG&E to perform any future work for Customer.

5. AUTHORIZATION

Upon receipt of the Work Order, Customer shall review the Work Order and verify that the terms of the Work Order are acceptable to Customer. Customer's execution of this Work Order shall indicate its acceptance of the terms and conditions set forth herein.

6. ACCEPTANCE

6.1 Upon completion of the Services, Customer will inspect all of the streetlights that have been replaced and confirm that each streetlight has been installed per the Specifications in the Scope of Work (Exhibit A). Upon PG&E's notice that the Project has been completed, Customer will have fifteen (15) business days from the date of PG&E's notice that the streetlights have been installed per the Specifications.

6.2 If a streetlight has not been installed per the Specifications, Customer shall promptly notify PG&E in writing and set forth in reasonable detail the reason(s) why the streetlight has not been properly installed. PG&E shall correct those issues identified by Customer within a period of time mutually agreed upon by the Parties. Upon PG&E's correction of the non-conforming items, Customer shall have ten (10) calendar days from the date of PG&E's notice to confirm that the streetlight has been installed per the Specifications. This process will continue until Customer confirms that all of the streetlights that have been replaced under this Project meet the Specifications. If Customer does not provide PG&E with Customer's written notice of its acceptance or rejection of the Project within thirty (30) days from the date of PG&E's completion notice, Customer will be deemed to have accepted the Project.

7. PAYMENT SCHEDULE

7.1 The total cost of the Project is set forth before Section 1. Notwithstanding anything to the contrary in the Services Agreement, Customer hereby agrees to pay PG&E for the Services as follows:

- First Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of this Work Order.
- Final Payment: Customer will be invoiced for final 50% payment upon the earlier of: (i) completion of the Project, or (ii) when punch list items (if any) have been completed.

7.2 The PG&E invoice will reference this Work Order and be submitted to Customer's billing address. All payments shall be made within thirty (30) days from the invoice date. Each payment made by Customer must reference this Work Order and invoice number and be mailed to:



PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mail code: N10D
San Francisco, CA 94177

7.3 The price for the Services set forth above before Section 1 does does not subtract the value of the LED streetlight rebates (the "Rebates") from the cost to provide the Services. Customer acknowledges and understands that Rebates are subject to funding availability, which is administered by PG&E on a first-come, first-serve basis. If the funding for the Rebates is depleted, Customer acknowledges and agrees that Customer shall nonetheless be liable to PG&E and remain obligated to pay the full amount of the fee for the Services performed hereunder.

7.4 This Section 7 shall survive the expiration or termination of the Work Order.

8. NOTIFICATIONS AND INTERFACE

Both Parties shall contact and/or deliver written notices (email is allowed) to the business contacts below in the normal course of business, and in the event of any problems which may significantly affect the performance of the Services under this Work Order

BUSINESS CONTACTS

CUSTOMER

Name _____
Title _____
Address _____
Telephone _____
Email _____

PACIFIC GAS AND ELECTRIC COMPANY

Name _____
Title _____
Address _____
Telephone _____
Email _____

CUSTOMER BILLING CONTACT:

Name _____
Title _____
Address _____
Telephone _____

9. INDEMNIFICATION

9.1 To the fullest extent permitted by law and subject to Customer's compliance with Section 9.2 below, PG&E shall indemnify, and defend any proceeding or action brought by a third party against the Customer, its officials and employees (collectively, the "Indemnified Parties") to the extent based on a

claim for bodily injury or damage to tangible property suffered by such third party which was caused by PG&E's negligence or willful misconduct during the course of PG&E's performance of the Services under this Work Order. Notwithstanding anything to the contrary, PG&E is not liable to defend or indemnify Customer for any claims or damages arising out of or related to the negligence or willful misconduct of Customer, its officials or employees. **THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PG&E'S ENTIRE LIABILITY FOR ANY AND ALL THIRD PARTY CLAIMS.**

9.2 Notice and Defense Conditions. Customer shall promptly notify PG&E, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 9.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to PG&E within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to PG&E. Upon PG&E's acceptance of tender, Customer will cooperate with PG&E with respect to such defense and settlement. If Customer fails to cooperate in defense or settlement of the a Claim by unreasonably withholding approval of an action requested by PG&E, PG&E may terminate defense of a Claim after thirty (30) day written notice to the City providing an opportunity to cure any alleged failure to cooperate in the defense of a Claim. If a Claim is settled and to the extent permitted by law, neither party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

10. OWNERSHIP OF DELIVERABLES

10.1 Ownership and title to any Deliverable produced by or on behalf of PG&E pursuant to this Work Order will be transferred to the Customer upon Customer's payment for the particular Deliverable and no further agreement will be necessary to transfer ownership to the Customer. PG&E shall furnish the Customer all necessary copies of data used to prepare the Deliverable which are needed by Customer to complete its review and approval process.

10.2 PG&E shall not be liable for any claims, liabilities, or losses arising out of, resulting from or in any way connected with Customer's use by the Customer of the Deliverables, project documentation on other projects, except such use as may be authorized in writing by PG&E.

11. THIRD PARTY LIMITED WARRANTIES

11.1 In accordance with Section 8.3 of the Services Agreement, PG&E will, within thirty (30) days from its receipt of the final payment for the Services, assign to Customer the warranties for the lighting controls and lighting fixtures (collectively, the "Equipment") purchased by or on behalf of PG&E and installed as part of the Services under this Work Order. A copy of these third party warranties is set forth in Exhibit B.

11.2 Solely as an accommodation to Customer and not as a contractual commitment, Customer may, during the first twelve (12) months following the installation of the Equipment, contact PG&E and request that PG&E replace Defective Lighting Fixtures. After this twelve month period, but within the warranty period offered by the manufacturer of the Equipment, Customer shall contact the manufacturer of the Equipment to make a warranty claim for defective Equipment. In addition, Customer shall be solely responsible for the removal of the Equipment as well as arranging and paying for shipping of the defective Equipment to and from the manufacturer's designated facility (and for all insurance and risk of



EXHIBIT "B"

Agreement No: SST-XXXXX
City of _____

loss to the Equipment while in transit), and installation of the Equipment upon return, unless otherwise instructed in the manufacturer's designated warranty. This warranty extends to Customer only and cannot be assigned by Customer.

11.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PG&E MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN ADDITION, PG&E HEREBY SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12. AUTHORITY

Each Party represents and warrants that the individual signing below, as well as any Change Orders and approvals hereunder, has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to that Party's obligations hereunder.

IN WITNESS THEREOF, the parties agree to be bound by this Work Order as of the date first set forth above.

CUSTOMER	PACIFIC GAS AND ELECTRIC COMPANY
Signature: _____	Signature: _____
Print Name: _____	Print Name: <u>Roxanne Fong</u>
Title: _____	Title: <u>Manager, Business Development</u>
Date: _____	Date: _____



EXHIBIT A

SCOPE OF WORK

1. Services. The Scope of the Services to be performed by PG&E and its Subcontractors is set forth below:

(a) Scope of Work:

- Order and purchase the number of street light fixtures specified by Customer at Customer's expense.
- Replace ____ HPSV lights operating at 120 or 240 volts with LED lights according to the map and LED spreadsheet (identifies each location) in the City of _____.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the PG&E street light rates to LED and provide documentation on the changes and cost for the street lights.
- Process the rebates and provide documentation on the changes for the street lights.
- Provide a revised GIS-based inventory.
- Arrange for waste disposal of removed street light fixtures.

(b) Estimated minimum number of days to complete scope of work: _____

(c) Date Services are estimated to begin: _____

(d) Customer sites where work is to be performed (A spreadsheet may be attached if necessary):

(e) Type and number of street light fixtures to be replaced (may attach spreadsheet):

(f) Specifications for installation¹:

PG&E will replace the existing lighting fixtures and connect the existing wiring to the new LED fixture on a 120-277 volt service. This replacement will include the installation of a new photo cell or shorting cap and testing said lighting fixtures so as to ensure it/they is/are operational. Please be advised that the

¹ Note: The locations of the replaced streetlights may change if street lights are added to or deleted from the Project during installation. A final spreadsheet will be given to Customer upon completion of the Services.



replacement of fuses and/or troubleshooting "no power" situations are outside of the scope of the Services performed by PG&E and shall not be part of this Work Order. However, PG&E will promptly inform Customer if a fuse needs to be replaced or if there is a "no power" situation.

Customer acknowledges and agrees that PG&E will not be responsible for installing any lighting fixtures on voltage outside the 120-277 service unless Customer specifically identifies, in writing, those locations by badge number and address, before the Equipment is ordered. It is the Customer's responsibility to tell PG&E if they have service needs outside of these voltage parameters so the proper Equipment can be ordered, otherwise, it shall be the Customer's responsibility to pay for any lighting fixtures that were ordered or damaged during installation.

2. Additional Work

2.1 If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to (a) access to the street light such as overgrown trees or blocked roadway, (b) broken street light bracket, or (c) wiring defect that prevents delivery of energy to the street light fixture, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition. If the work required is estimated by PG&E at less than Five Thousand Dollars (\$5,000) and Customer approves, PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work.

2.2 If, for any reason, Customer chooses not to correct such condition, PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

2.3 If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

3. Disposal of old streetlights and related materials

3.1 Customer will make space available at Customer-owned property for material storage and disposal during construction. PG&E will hold Customer harmless for damage to stored materials while on Customer's property.

3.2 PG&E will store the materials at the following site:

LOCATION: _____

3.3 PG&E's Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

4. Customer's Responsibilities



***Pacific Gas and
Electric Company***

EXHIBIT "B"

Agreement No: SST-XXXXX

City of _____

To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E's completion of the Service shall be extended to take into account Customer's delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts.



EXHIBIT B

THIRD PARTY WARRANTIES

1. Street light manufacturer's contact information:
 - (a) Cree LED Lighting Fixtures
1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800
 - (b) The warranty period for the Cree LED Lighting Fixtures is 10 years. A copy of that warranty is set forth in Schedule 1 to this Exhibit B.

2. Photo control warrantor's contact information:
 - (a) Ripley Lighting Controls

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777
 - (b) The warranty period for the Ripley lighting controls is 8 years. A copy of that warranty is set forth in Schedule 2 to this Exhibit B.



**SCHEDULE 1 TO EXHIBIT B
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.



This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.



**SCHEDULE 2 TO EXHIBIT B
WARRANTY FOR RIPLEY LIGHTING CONTROLS**

**RIPLEY LIGHTING
CONTROLS**

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

WARRANTY

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.

**RESOLUTION NO. 2014-##
Of the City Council of the Town of Colma**

**RESOLUTION AUTHORIZING A CONTRACT WITH PACIFIC GAS & ELECTRIC
COMPANY (PG&E) FOR AN INTEREST FREE LOAN THROUGH PG&E'S ENERGY
EFFICIENCY RETROFIT PROGRAM, ALSO KNOWN AS ON-BILL FINANCING
(OBF)**

The City Council of the Town of Colma does hereby resolve:

1. Background.

(a) Pacific Gas and Electric Company (PG&E) administers the Energy Efficiency Retrofit Program, also known as On Bill Financing (OBF), that can provide customers, including the Town of Colma, with a zero percent interest free loan for costs associated with energy efficiency upgrades. The OBF loan is then repaid through the energy cost savings derived from the energy efficiency upgrades.

(b) The Town would like to obtain an OBF loan to: (1) enter into a work order with PG&E to replace the Town's existing High Pressure Sodium (HPS) street lights, that are less energy efficient, with Light Emitting Diode (LED) street lights that consume considerably less energy pursuant to PG&E's street light replacement turnkey program; and (2) execute a work order with the Town's mechanical service contractor for energy improvements to mechanical systems at certain Town facilities.

(c) Government Code Section 4217.13 provides authority for the Town to enter into a contract with PG&E for an OBF loan.

(d) Government Code Section 4217.12 provides additional authority for the Town to enter into a contract with any person for the installation of energy efficiency upgrades.

(e) The Town held a public hearing on February 13, 2014 and provided public notice of this hearing on ____ which is at least two weeks in advance in compliance with Government Code Section 4217.12 and 4217.13.

2. Findings.

(a) The City Council finds that based on its understanding of the OBF loan program, that any loan would be on terms that are in the Town's best interest, and that funds for the repayment of any loan are projected to be available from funds that would have otherwise gone to pay for energy costs associated with non-energy efficient equipment.

(b) The City Council also finds that any contract with PG&E for the replacement of the Town's HPS street lights with LED street lights, and any contract with the Town's mechanical service contractor for the installation of energy efficiency upgrades at certain Town facilities, will be on terms that are in the Town's best interest, and the costs for the energy efficiency

upgrades will be less than the anticipated marginal costs associated with the energy that would have been consumed by the Town in the absence of the upgrades.

3. Order.

(a) The City Manager is authorized to execute any application and a loan agreement with PG&E to obtain a zero percent interest free loan for costs associated with energy efficiency upgrades.

(b) The City Manager is authorized to execute a work order with PG&E pursuant to the Town’s existing Services Agreement with PG&E dated October 21, 2010, and pursuant to PG&E’s street light replacement turnkey program, for the replacement of the Town’s HPS street lights with LED street lights.

(c) The City Manager is authorized to execute a work order with the Town’s mechanical service contractor to install energy improvements to mechanical systems at certain Town facilities.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on *, 2014, by the following vote:

Name	Counted toward Quorum			Not Counted toward Quorum	
	Aye	No	Abstain	Present, Recused	Absent
Helen Fisicaro, Mayor					
Raquel Gonzalez					
Joanne del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabé, City Clerk



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Sean Rabé, City Manager / Charles Francis, Finance Director

MEETING DATE: February 13, 2014 *RB*

SUBJECT: Mid-Year Budget Review

RECOMMENDATION

Staff recommends that the City Council adopt a motion to accept the report.

EXECUTIVE SUMMARY

On June 12, 2013 the City Council adopted a budget totaling \$16,034,860, including \$1,832,100 for capital projects. Revenues were estimated at \$14, 596,720, resulting in an estimated \$1,438,140 to be transferred from the General Fund Reserves. Budget versus projected variances for Total Town Revenues are as detailed in the following table, and explained below:

Total City Revenue / Transfers	Mid-Year Revenue Projections		
	Budget	Projected	Variance
Taxes			
Property Taxes	306,900	376,900	70,000
Sales Taxes	7,950,000	8,534,000	584,000
Cardroom Taxes	4,600,000	4,000,000	(600,000)
Other Taxes	77,000	132,000	55,000
Total Taxes	12,933,900	13,042,900	109,000
Licenses & Permits	65,500	65,500	0
Fines and Forfeitures	60,250	60,250	0
Use of Money and Property	393,200	393,200	0
Revenues from Other Agencies	336,470	380,670	44,200
Charges for Current Services	762,100	762,100	0
Other Revenues	45,300	45,300	0
Total Revenues	\$14,596,720	\$14,749,920	\$153,200
Transfers In	2,857,470	13,648,620	10,791,150
Transfers Out	(2,857,470)	(13,648,620)	(10,791,150)
Total Revenues & Net Transfers	\$14,596,720	\$14,749,920	\$153,200

Projected variances for expenditures are detailed in the following table and explained in the fiscal analysis section.

Total City Expenditures	Mid-Year Expenditure Projections		
	Budget	Projected	Variance
Salaries	4,374,210	4,374,210	0
Benefits	2,702,730	2,702,730	0
Supplies & Services	1,583,150	1,583,150	0
Contracts	7,342,070	17,395,070	10,053,000
Capital Outlay	32,700	32,700	0
Total Expenditures	\$16,034,860	\$26,087,860	\$10,053,000

FISCAL IMPACT

The resulting impact on Total Fund balances are as follows:

Net Revenues, Transfers, Expenditures	(\$1,438,140)	(\$11,337,940)	\$9,899,800
Beginning Fund Balances	\$37,083,507	\$37,083,507	\$0
Ending Fund Balances	\$35,645,367	\$25,745,567	\$9,899,800

BACKGROUND AND ANALYSIS

General Fund Revenues

Sales taxes were estimated at \$7,950,000 in the approved budget. Based upon third quarter results (July – September 2013) the sales taxes are now estimated at \$8,534,000, an increase of \$584,000 (or about 7.3 percent). This is a conservative estimate, and the fourth quarter results may show greater than estimated results due to our holiday marketing video and radio advertising spots. Property taxes, including secured, unsecured, and other related taxes, are now estimated to be about \$70,000 (or about 23 percent) over budget. Real estate transfers taxes are estimated to be about \$55,000 over budget.

Two revenues, however, are now estimated to be considerably under budget: Cardroom taxes and AB1766 State Reimbursements (“Triple Flip”). The Cardroom tax is estimate to be \$600,000 (or about 13 percent) below estimate due inversely to the economy and from increased competition from new casinos nearby. This is likely a conservative estimate, however, as recent discussions with Cardroom staff indicated business may pick back up later in the fiscal year. Town staff felt it would be prudent to be conservative with this estimate.

The Triple Flip revenue is subject to possible state legislative action, which would result in an estimated shortage of \$333,000 in reimbursement this year.

Overall, General Fund revenues are now estimated to exceed budget estimates by approximately \$153,200.

Transfers out are expected to be \$10,053,000 over budget due to the recent decision to fully liquidate the outstanding Certificates of Participation.

General Fund Expenditures

Insurance costs for general liability and workers compensation are about \$45,000 over budget, primarily due to getting estimates after the budget preparation. Other items not included in the budget are: payout to the former City Manager for unused sick leave and vacation (\$13,940); purchase of a fireproof safe (\$3,709); and retention of Ralph Andersen Recruiting (\$23,500). In addition, Retiree Health and Dental costs are estimated to be over budget by about \$85,000 due to two retirements, which was not anticipated in budget, and some apparent underestimating of other retiree's costs. There are savings in the City Manager's department due to hiring an Interim City Manager without health, dental and retirement benefits, and general savings in other departments that will offset these estimated increases.

You will also note the \$10,053,000 variance in the "Contracts" section of the expenditure report. This variance is the result of liquidating the Town's Certificates of Participation (COPs) at a cost of \$12,020,290 (shown as a t and some savings from the Capital Improvement Plan expenditures discussed below under "Other Funds." These expenditures are budgeted in the City Manager's budget under the Contract line item.

The following table summarizes General Fund revenues and expenditures:

General Fund Revenues, Transfers, Expenditures	Mid-Year Expenditure Projections		
	Budget	Projected	Variance
Revenues	\$14,428,620	\$14,537,620	\$109,000
Net Transfers	(2,721,270)	(13,424,020)	(10,702,750)
Expenditures	\$13,133,890	\$13,133,890	\$0
Net Revenues, Transfers, Expenditures	(\$1,426,540)	(\$12,020,290)	\$10,593,750
Beginning Fund Balances	\$35,921,665	\$35,921,665	\$0
Ending Fund Balances	\$34,495,125	\$23,901,375	\$10,593,750

General fund reserves are expected to be allocated according to the Reserve Policy as follows:

Total General Fund Reserves	6/30/2013	6/30/2014
Committed Reserves	Audited	Projected
Debt Reduction	2,000,000	-
Retiree health Care	1,000,000	1,000,000
Budget Stabilization	21,552,790	17,468,074
Total Committed Reserves	24,552,790	18,468,074
Assigned Reserves		
Litigation	100,000	100,000
Insurance	100,000	100,000
Disaster Response & Recovery	750,000	750,000
Total Assigned Reserves	950,000	950,000
Assigned Reserves	\$10,319,919	\$4,483,301
Total Reserves	\$35,822,709	\$23,901,375

Other Funds

Gas Taxes and Measure A taxes are projected to be over original budget estimates by \$22,200 and \$22,000 respectively for a total of \$44,200

Although \$1,832,000 was budgeted contract expenditures in the Capital Projects Fund, and funded by a transfer from the General Fund, it is anticipated that only approximately \$180,000 in contract costs will occur during the current fiscal year. The remaining monies will be carried over as Capital Project Fund reserves for FY 14/15 (and, potentially, beyond).

Council Adopted Values

The Staff recommendation is consistent with the Council adopted values of:

- *Responsibility*: Making decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the agency, especially its financial stability.
- *Fairness*: Support the public's right to know and promote meaningful public involvement.

Alternatives

Council could choose not to accept this report, and direct staff to provide a more detailed analysis by department and bring it back to council at a later meeting.

CONCLUSION

Staff recommends that the City Council adopt a motion accepting this report.



STAFF REPORT

TO: Mayor and Members of the City Council

FROM: Michael P. Laughlin, AICP, City Planner *ML*
 Turhan Sonmez, Associate Planner *TS*

VIA: Sean Rabe', City Manager *SR*

MEETING DATE: February 13, 2014

SUBJECT: Home Depot Pro and 280 Metro Center

RECOMMENDATION

Staff recommends that the City Council adopt these resolutions:

RESOLUTION APPROVING AMENDED CONDITIONAL USE PERMIT FOR 280 METRO CENTER LOCATED AT 1-200 COLMA BOULEVARD, EXCLUDING 2 COLMA BOULEVARD

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN OUTDOOR LIGHT-DUTY EQUIPMENT RENTAL AREA AT HOME DEPOT PRO, OPERATING AT 91 COLMA BOULEVARD

EXECUTIVE SUMMARY

The Home Depot Pro maintains an equipment rental department for the rental of small tools and equipment. Home Depot Pro would like to expand rental options to include larger equipment that cannot be housed in the building, and is currently doing so on a trial basis. Demand for the equipment is strong and increasing. Equipment is proposed to be stored on a concrete pad area on the west side of the building.

Staff is recommending approval of a Conditional Use Permit for this use since the proposed area is an inconspicuous location removed from predominant paths of vehicular travel. Conditions have been added which limit the size of the equipment offered, and which do not permit the extension of equipment (such as cherry pickers) to increase visibility.

The Conditional Use Permit granted in 1985 for the 280 Metro Center (Resolution 737) is silent on the allowance of outdoor uses. On advice of the City Attorney, it is necessary to proceed in two steps: first, the Council should amend Resolution 737 to specify the incidental uses at the Center that will require subsequent Conditional Use Permits; then, the Council may adopt a resolution approving a Conditional Use Permit for the outdoor storage and rental use as an incidental use at the Center.

FISCAL IMPACT

This project will have a slight positive impact on the Town's budget since sales tax from rentals and additional newly allowed uses will be credited to Colma.

BACKGROUND

The 280 Metro Center was approved with a Conditional Use Permit in 1985 by Council Resolution 737. The Conditional Use Permit allows for commercial and restaurant uses in any of the buildings. The freestanding store located at 91 Colma Boulevard was a Home Depot from 1987 to fall of 1995, until Home Depot relocated to 2 Colma Boulevard, and Home Depot Pro opened in the building in spring of 1998. In 2010, a separate Conditional Use Permit was granted for outdoor food concessions in front of the store that include cooking.

Home Depot Pro has always offered small equipment rental at this location; however, the equipment has been housed within the building. Since the proposed equipment storage occurs outside of the building, a separate Conditional Use Permit and Amendment to Resolution 737 are required for the proposed use. The property manager for the common areas, Kimco Realty, has consented to the filing of the application.

The property is designated in the General Plan and Zoning Ordinance for commercial use. Section 5.03.090(a) of the Colma Municipal Code allows for commercial establishments upon issuance of a Use Permit. Section 5.03.410 sets forth the standards for granting a Use Permit and allows issuance by the City Council if the City Council can make the findings enumerated in that section.

ANALYSIS

Climate Action Plan Consistency

The proposed use and amendment are consistent with the Climate Action Plan since there is currently a shortage of locations near Colma which offer light-duty equipment rental. Contractors will be able to rent equipment when purchasing supplies which will reduce vehicle miles traveled since they will not need to travel to an equipment storage yard.

Findings

The City Council finds that:

Findings Related to CEQA Review

1. Pursuant to the Article 19, Section 15301, Class 1(e) of the State CEQA Guidelines, the project is Categorical Exempt from further environmental review because the project will entail the use of existing facilities involving negligible expansion of use beyond that already being conducted onsite.

Findings Related to Amended Conditional Use Permit

2. The proposed Use Permit Amendment will be consistent with the provisions of the Colma General Plan and Zoning Ordinance.

Discussion: The General Plan designation for the property is commercial, and the zoning also is commercial. Both the General Plan and zoning allow for a wide variety of uses. The allowance for additional uses at the 280 Metro Center upon issuance of Conditional Use Permits for these additional uses is consistent with the General Plan and zoning.

3. Granting the Use Permit Amendment will not be detrimental to the public health, safety or public welfare, or materially injurious to the properties or improvements in the vicinity.

Discussion: The 280 Metro Center is located along a commercial corridor and buildings are oriented to minimize potential impacts to adjacent cemeteries. Conditional Use Permit applications for future additional uses at the 280 Metro Center will be reviewed and conditioned so as not to be detrimental to the public health, safety or public welfare.

4. Existing property uses, large or small, will not be detrimentally affected by the proposed Use Permit Amendment.

Discussion: The proposed allowance for additional uses at the 280 Metro Center with separate Conditional Use Permits will not affect the existing property uses, large or small, because each application would be reviewed by City Council and appropriate permit conditions would be included.

5. The granting of the Use Permit Amendment will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

Discussion: The granting of the Use Permit will not constitute the grant of a special privilege since the Zoning Ordinance allows for the issuance of Use Permits for commercial uses based on findings and conditions of approval.

6. The City Council is satisfied that the proposed Use Permit Amendment conforms to the purpose and intent of the General Plan and Zoning Ordinance.

Discussion: All the types of uses for which a Conditional Use Permit may be granted under the Amended Conditional Use Permit are consistent with the General Plan, Zoning

Ordinance, and approved uses in the 280 Metro Center. The Use Permit Amendment establishes a process for allowing additional uses at the 280 Metro Center that are consistent with approved uses.

7. The use will not constitute a nuisance to neighboring persons or properties.

Discussion: The proposed allowance for additional uses at the 280 Metro Center with separate Conditional Use Permits will not constitute a nuisance as to neighboring persons or properties, because each application would be reviewed by City Council and appropriate permit conditions would be included.

Findings Related to the Home Depot Pro Conditional Use Permit

8. The proposed use will be consistent with the provisions of the Colma General Plan and Zoning Ordinance.

Discussion: The property is designated in the General Plan and Zoning Ordinance for commercial use. Zoning for the site is "C" Commercial. The Colma Zoning Code allows for a commercial use within this zoning designation, with approval of a Use Permit. For the Home Depot Pro Use Permit, provided that the proposed equipment rental use complies with conditions of Use Permit approval, the use would be consistent with the goals and objectives of the Colma General Plan and the Zoning Ordinance.

9. Granting the Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to the properties or improvements in the vicinity.

Discussion: Granting of the Use Permit will not be detrimental to the public health, safety or welfare because:

- Equipment rentals will only occur during normal store hours and no noticeable changes from existing operations will be apparent to the public;
- The area proposed for storage of the rental equipment is an inconspicuous location removed from predominant paths of vehicular travel; is not in any required parking space, fire lane or driveway; and does not block disabled access to the building.
- The Permit will be conditioned on limiting the types and quantities of rental equipment that are permitted to be stored onsite; and
- The Permit will be conditioned on the Permittee performing certain Best Management Practices from the San Mateo County Water Pollution Prevention Program.

10. Existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion: Existing uses will not be detrimentally affected because equipment rentals will only occur during normal store hours and no noticeable changes from existing operations will be apparent. No structural changes are proposed. The use will be located

completely onsite, utilizing existing facilities. Therefore, existing property uses, large or small, will not be detrimentally affected by the proposed use.

11. The granting of the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

Discussion: Equipment rentals are permitted with a Use Permit on the Subject Property, and the Permittee is not requesting any special consideration. The proposed business would be subject to conditions similar to those required of other Use Permits. Therefore, granting the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

12. The City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

Discussion: Commercial equipment rental uses are allowed in the Commercial Zone subject to the issuance of a Use Permit. No changes to the existing building or property are proposed to accommodate the use. Therefore, the City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

13. The use will not constitute a nuisance to neighboring persons or properties.

Discussion: Conditions of the Use Permit will ensure that all activities related to the business will not negatively impact adjoining commercial uses. The proposed use will not require additional parking spaces, and rental equipment permitted to be stored onsite will be limited to a set quantity of light-duty trailer equipment. In addition, when space is available, the equipment storage area will serve as a drop-off location for delivery trucks and customer-ordered building materials so as to preserve parking spaces. Finally, the equipment storage area will be kept free of trash and debris, and extendable equipment (such as cherry-pickers) shall be retracted at all times. Therefore, the use will not constitute a nuisance to neighboring persons or properties.

14. The use is subordinate to and consistent with the Amended Conditional Use Permit for the 280 Metro Center.

Discussion: The proposed use, with a separate Conditional Use Permit, is an incidental use at 280 Metro Center, and it is consistent with the approved uses and is in compliance with standards set forth in the Amended Conditional Use Permit for the 280 Metro Center. The proposed use, with a separate Conditional Use Permit, at the 280 Metro Center, will not affect the existing property uses, large or small.

Conditions of Approval

Based on a review of the application, discussions with the applicant, a site inspection, a review by City Departments and the Colma Fire Protection District, staff is recommending several conditions of approval, including:

Conditions Related to Conditional Use Permit

- limiting the types and quantities of light-duty equipment that may be rented;
- requiring extendable equipment (such as cherry-pickers) to be retracted at all times;
- requiring that the rental equipment be stored on the concrete pad area on the west side of the building;
- requiring vendors and customers to use the equipment storage area as a drop-off location for delivery trucks and customer-ordered building materials (when space is available);
- performing Best Management Practices from the San Mateo County Water Pollution Prevention Program; and
- requiring Permittee to maintain as many carts and material carriers in front of the store as possible, and to keep the remaining carts and material carriers consolidated to the corral areas in the parking lot.

The resolution authorizes the City Planner, in his role as Zoning Administrator, to administratively amend the foregoing list of light-duty equipment in accordance with the procedures set forth in section 5.03.520 of the Colma Municipal Code.

Council Adopted Values

The recommendation is consistent with the Council value of ***fairness*** because the recommended decision on the Use Permits is consistent with how similar requests have been handled, and with the Council value of ***responsibility*** because the proposed use has been carefully reviewed and conditioned so that it will be consistent with adopted development policies and regulations, and compatible within its setting.

Alternatives

The following courses of action are available to the City Council:

For the 280 Metro Center Amended Use Permit,

- Approve the Use Permit with modified text concerning aspects of the shopping center.

- Deny the Amended Use Permit. This action would result in Resolution 737 remaining in effect. This alternative is problematic since Resolution 737 is silent on the consideration of additional Conditional Use Permits for the property.

For the Home Depot Pro Use Permit,

- Approve the Use Permit with modified or additional conditions of approval which would allow for light-duty equipment rentals. This alternative may increase or reduce restrictions on the Use Permit to satisfy specific City Council concerns.
- Deny the Use Permit. This action would result in the inability of Home Depot Pro to provide light-duty rental equipment that cannot be housed in the building.

CONCLUSION

Staff recommends that the City Council approve the Amended Use Permit for the 280 Metro Center and the Use Permit for Home Depot Pro with the recommended conditions of approval.

ATTACHMENTS

- Exhibit A: Resolution for 280 Metro Center
- Exhibit B: Resolution for 91 Colma Boulevard
- Exhibit C: Site Plan
- Exhibit D: Photo of Equipment Rental Area

RESOLUTION NO. 2014-__
Of the City Council of the Town of Colma

**RESOLUTION APPROVING AMENDED CONDITIONAL USE PERMIT FOR 280
METRO CENTER LOCATED AT 1-200 COLMA BOULEVARD,
EXCLUDING 2 COLMA BOULEVARD**

*Property Manager: Kimco Realty Corporation
Property Owner: 280 Metro Limited Partnership
Location: 1-200 Colma Boulevard, excluding 2 Colma Boulevard*

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

- (a) On June 26, 1985, the City Council adopted Resolution 737, granting a Conditional Use Permit for a commercial shopping center called, "280 Metro Center", located at addresses between 1 Colma Boulevard and 200 Colma Boulevard, but excluding 2 Colma Boulevard.
- (b) Thereafter, the City Council adopted the following resolutions granting permits for additional uses at the 280 Metro Center:
 - (i) Resolution 2003-54, allowing a retail store at 200 Colma Boulevard; and
 - (ii) Resolution 2010-45, allowing a food concession stand at 91 Colma Boulevard.
- (c) Staff received an application for a permit to allow light-duty equipment rentals at Home Depot Pro, operating at 91 Colma Boulevard. In connection with that application, staff has recommended that Resolution 737 should first be amended to allow additional uses other than those set forth in Resolution 737 and that the City Council establish a process for allowing other incidental uses at 280 Metro Center that are consistent with the approved uses and are in compliance with standards set forth in this resolution.
- (d) All owners of properties at 280 Metro Center have been notified of this proposed amendment, and do not object to it.
- (e) A public hearing has been conducted with respect to this proposed amendment to Resolution 737 and to the application for use permit at 91 Colma Boulevard.
- (f) The City Council has duly considered said application, the staff report, and public comments, if any, thereon.

2. Findings

The City Council finds that:

Findings Relating to CEQA Review

- (a) The City Council approved a Mitigated Negative Declaration for the development of the

shopping center. This Mitigated Negative Declaration, along with associated findings and mitigation measures was approved on June 26, 1985 by Resolution 734. In addition, the City Council approved a Mitigated Negative Declaration for the development of a Best Buy store at 200 Colma Boulevard (Resolution 2003-51)

Findings Relating to Previously-granted Permits

(b) The City Council previously made all findings necessary for granting a Conditional Use Permit for the Subject Property and all related entitlements. The amendment described herein does not propose or require any change in use that would change the previous findings made by the City Council in Resolution 737.

(c) The City Council previously made all findings necessary for granting the Permit for the Subject Property that are listed in subsection 1(b) of this resolution. The amendment described herein does not propose or require any change in use that would change the findings made by the City Council in the resolutions granting those permits.

Findings Relating to Proposed Amendments

(d) The uses described in the proposed amendment will be consistent with the General Plan and Zoning Ordinance of the Town of Colma.

Discussion. The General Plan designation for the property is commercial, and the zoning also is commercial. Both the General Plan and zoning allow for a wide variety of uses. The allowance for additional uses at the 280 Metro Center upon issuance of Conditional Use Permits for these additional uses is consistent with the General Plan and zoning.

(e) The granting of the Amended Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to properties or improvements in the vicinity.

Discussion. The 280 Metro Center is located along a commercial corridor and buildings are oriented to minimize potential impacts to adjacent cemeteries. Conditional Use Permit applications for future additional uses at the 280 Metro Center will be reviewed and conditioned so as not to be detrimental to the public health, safety or public welfare.

(f) The existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion. The proposed allowance for additional uses at the 280 Metro Center with separate Conditional Use Permits will not affect the existing property uses, large or small.

(g) The granting of the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

Discussion. The granting of the Use Permit will not constitute the grant of a special privilege since the Zoning Ordinance allows for the issuance of Use Permits for commercial uses based on findings and conditions of approval.

(h) The use will not constitute a nuisance as to neighboring persons or properties.

Discussion. The proposed allowance for additional uses at the 280 Metro Center with separate Conditional Use Permits will not constitute a nuisance as to neighboring persons or properties.

3. Amended Conditional Use Permit

The City Council grants an Amended Conditional Use Permit to use property located at 1 Colma Boulevard through 200 Colma Boulevard, but excluding 2 Colma Boulevard, ("Subject Property"), subject to the general conditions set forth in this Resolution and the following project-specific conditions:

(a) This Use Permit shall be for a commercial center consisting of retail, service and community type facilities, including restaurants, theaters and offices, all managed by one property manager and related to each other in design. Amusement arcades and light industrial uses are specifically prohibited. A freestanding retail building at 200 Colma Boulevard is included in this commercial center. If a use occupying a portion of the commercial center vacates the premises, a new commercial use meeting the criteria in this paragraph may be established in its place without applying to the Town of Colma for an individual use permit.

(b) Upon approval by the property manager and the issuance of a valid Temporary Use Permit by the Town of Colma, short term outdoor sales may also allowed on the Subject Property.

(c) Upon approval by the property manager and the issuance by the Town of a Use Permit that is subordinate to and consistent with this Permit, the following uses may also allowed on the Subject Property:

(i) A gym, fitness, dance, karate or similar use, provided that a traffic and parking study demonstrates that peak parking will not create parking or traffic impacts within the center or surrounding streets;

(ii) An outdoor food concession use, provided that:

(1) The concession is in a free-standing structure.

(2) The location is not in any required parking space, fire lane or driveway, and is not blocking disabled access to the building;

(3) Sales will only occur during normal store hours; and

(4) The Permit is conditioned on reasonable terms designed to assure that the use is subordinate to and consistent with this Permit.

(iii) Outdoor storage of materials and equipment for sale or rent, provided that:

(1) The location is not in any required parking space, fire lane or driveway, and is not blocking disabled access to the building;

(2) The location is removed from predominant paths of pedestrian or vehicular travel;

(3) Sales or rentals will only occur during normal store hours and no noticeable changes from existing operations will be apparent to the public; and

(4) The Permit is conditioned on reasonable terms designed to assure that the use is subordinate to and consistent with this Permit, such as a condition limiting the types and quantities of materials or equipment that are permitted to be stored onsite.

(d) This Use Permit specifically applies to a commercial center having 356,400 square feet of gross building area including all mezzanines, basements and upper floors that may be contemplated in the final design of actual structures. Additional square footage up to a maximum of 365,000 square feet can be constructed only if it is demonstrated to the satisfaction of the City Council that the minimum parking requirements of the Colma Zoning Ordinance are met and that such added parking does not compromise the traffic flow, landscape or design integrity of the commercial center.

(e) This Use Permit applies specifically to the Site Plan prepared by George Raad and Associates, dated June 03, 1985, and as presented to the Colma City Council June 26, 1985. Minor changes shall be permitted in building size or shape to reflect changes requested by potential tenants.

(f) This Use Permit applies specifically to the typical elevations, materials, and color selection presented to the Colma City Council on June 26, 1985.

(g) This Use Permit allows signage described in the *Master Sign Program*, dated January 11, 2012, and all subsequent amendments duly approved by the Colma City Council.. All tenant signs shall be attached to buildings. No signs may be placed on the roof of buildings nor attached to the face of buildings and extending above the fascia.

(h) Not more than four on-site pylon signs, consistent with state law applicable to sign visible from Highway 280, may be erected to identify the commercial center and key tenants. Signs shall be consistent with the *Master Sign Program*, dated January 11, 2012, and all subsequent amendments duly approved by the Colma City Council, except that entrance sign shall be limited to 50 feet in height. Any such sign that may be approved shall be equipped with control devices to adjust the intensity of lighting.

(i) The design of all proposed monument signs shall be consistent with the *Master Sign Program*, dated January 11, 2012, and all subsequent amendments duly approved by the Colma City Council.

(j) This Use Permit specifically applies to the Landscape Plan prepared by Thomas Baak and Associates, dated June 3, 1985, and as presented to the Colma City Council June 26, 1985, with revisions to reflect landscape treatment in a 5-foot strip along the north edge of the Paupers' Cemetery. Minor changes shall be permitted to reflect minor changes in building shape or location that may occur in the Final Site Plan. A Final Landscape and Irrigation Plan, consistent with June 3, 1985 plan, as amended, shall be submitted for review and approval by the City Council prior to issuance of building permits. All plant types, spacing and size when planted, shall be clearly delineated in the Final Plan. All irrigation shall be automatically controlled.

(k) Security barriers (fencing, walls or other suitable design solution) shall be installed at the boundaries of the commercial center site common to adjacent cemetery lands and at other

locations where uncontrolled pedestrian movement could pose a nuisance to adjacent landowners or cause slope erosion on-site. The specific design of security barriers, including specific locations, material type and height shall be submitted for review and approval by the City Council prior to the issuance of building permits. Particular consideration shall be given to controlling access along the site perimeter from the service drive on Junipero Serra Boulevard northward to the north property boundary, along the entire north boundary common to Woodlawn Cemetery, and along the east and south sides of the Home Depot site to the proposed new road. On the south side of the proposed new road, a security barrier shall be provided around the west, south and east sides of the 200 Colma Boulevard site and extending from the site eastward to the San Francisco Water Company property.

(l) The security barrier, referenced above, shall be installed along the north boundary with Woodlawn Cemetery immediately upon completion of tree removal work in that area and the security barrier around the theater site and along the proposed new road as soon as possible following grading.

(m) The applicant shall establish and maintain in operation a suitable on-site security program acceptable to the Chief of Police.

(n) All parking lot and exterior building lighting shall be maintained to focus light downward and to control glaring or bright light when viewed from off-site.

(o) The applicant shall provide for general grounds maintenance, including landscape care, parking lot sweeping and collection of any loose paper or other debris.

(p) All requirements of the Fire Marshall shall be met.

(q) Building security and exterior building lighting shall be maintained to the satisfaction of the Chief of Police.

4. Ratification.

This Permit ratifies the uses allowed by Resolutions 2003-54 and 2010-45.

5. Terms

(a) *Permittee.* As used in this Permit, the word "Permittee" shall mean each person using the Property pursuant to the permit granted herein, including successors to the person first obtaining the permit.

(b) *Recordable Covenant; Transfer.* The Town may record this Amended Conditional Use Permit with the San Mateo County Recorder. The Permit shall run with the land and shall be freely and automatically transferred to each user of the Property, subject to each of the specific and general conditions herein.

(c) *Modification or Revocation.* The Town may modify or revoke this Conditional Use Permit should it determine that (a) the Property is being operated or maintained in a manner that is detrimental to the public health or welfare, is materially injurious to property or improvements in the vicinity, constitutes a public nuisance, or is contrary to any law, code or regulation, or (b) if the user fails to comply with and satisfy the conditions herein.

6. General Conditions

This Use Permit is conditioned upon the Permittee and each user of the Property fully and faithfully performing each of the following generally-applicable obligations. Failure to comply with any of these conditions shall render this Conditional Use Permit null and void.

(a) *Duty to Comply With Laws.* The Permittee and each user must comply with all applicable federal, state and municipal laws, codes and regulations, including the currently adopted California Building and Fire Codes. Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined in the California Building Code. Without limiting the foregoing, the Permittee must pay the annual Town of Colma Business Registration fee and must keep in effect a Town of Colma Business Registration at all times. A failure to maintain the Colma Business Registration may result in termination of the Use Permit.

(b) *Indemnification.* The Permittee shall indemnify, pay and hold the Town of Colma harmless from all costs and expenses, including attorney's fees, incurred by the Town or held to be the liability of the Town in connection with the Town's defense of its actions in any proceeding brought in any state or federal court challenging the Town's actions with respect to the Project or this Conditional Use Permit.

(c) *Agreement Required.* The Permittee must agree to comply with each and every term and condition herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit. If Permittee is not the property owner, then the property owner must consent to use of the Property on the terms and conditions herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit.

* * * * *

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Raquel Gonzalez, Vice Mayor					
Joanne F. del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

 Helen Fisicaro, Mayor

Attest: _____
 Sean Rabe', City Clerk

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to use of the property on the terms and conditions set forth in this resolution.

Dated: _____

Printed Name: _____

[Notarization of Property Owner's signature recommended]

RESOLUTION NO. 2014-__
OF THE CITY COUNCIL OF THE TOWN OF COLMA

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AN
OUTDOOR LIGHT-DUTY EQUIPMENT RENTAL AREA AT HOME DEPOT
PRO, OPERATING AT 91 COLMA BOULEVARD**

*Property Manager: Kimco Realty Corporation
Applicant: Home Depot Pro
Property Owner: HD Development of Marland, Inc.
Location: 91 Colma Boulevard*

The City Council of the Town of Colma does hereby resolve as follows:

1. Background

- (a) Home Depot Pro has submitted an application for a Use Permit under the Zoning Code of the Town of Colma to use the property at the above-referenced address and Assessor's Parcel Number 008-322-500 ("Subject Property") for an outdoor light-duty equipment rental area.
- (b) A Notice of Public Hearing was duly posted on the three official bulletin boards of the Town and in a conspicuous place on or near the subject property and was duly mailed to the persons to whom given, as required by law, and a public hearing was conducted on this matter on February 13, 2014.
- (c) The City Council has considered the Use Permit application, the accompanying staff report, and all relevant evidence presented at the public meeting.

2. Findings

The City Council finds that:

Findings Relating to CEQA Review

- (a) Pursuant to the Article 19, Section 15301, Class 1(e) of the State CEQA Guidelines, the project is Categorical Exempt from further environmental review because the proposed outdoor equipment rental use will entail the use of existing facilities involving negligible expansion of use beyond that already being conducted onsite.

Findings Relating Granting a Conditional Use Permit

- (b) The proposed use will be consistent with the provisions of the Colma General Plan and Zoning Ordinance.

Discussion: The property is designated in the General Plan and Zoning Ordinance for commercial use. Zoning for the site is "C" Commercial. The Colma Zoning Code allows for a commercial use within this zoning designation, with approval of a use permit. Provided that the proposed equipment rental use complies with conditions of Use Permit approval, the use would be consistent with the goals and objectives of the Colma General Plan and the Zoning Ordinance.

- (c) Granting the Use Permit will not be detrimental to the public health, safety or public welfare, or materially injurious to the properties or improvements in the vicinity.

Discussion: Granting of the Use Permit will not be detrimental to the public health, safety or welfare because:

- Equipment rentals will only occur during normal store hours and no noticeable changes from existing operations will be apparent to the public;
- The area proposed for storage of the rental equipment is an inconspicuous location removed from predominant paths of vehicular travel; is not in any required parking space, fire lane or driveway; and does not block disabled access to the building.
- The Permit will be conditioned on limiting the types and quantities of rental equipment that are permitted to be stored onsite; and
- The Permit will be condition on the Permittee performing certain Best Management Practices from the San Mateo County Water Pollution Prevention Program.

- (d) Existing property uses, large or small, will not be detrimentally affected by the proposed use.

Discussion: Existing uses will not be detrimentally affected because equipment rentals will only occur during normal store hours and no noticeable changes from existing operations will be apparent. No structural changes are proposed. The use will be located completely onsite, utilizing existing facilities. Therefore, existing property uses, large or small, will not be detrimentally affected by the proposed use.

- (e) The granting of the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

Discussion: Equipment rentals are permitted with a Use Permit on the Subject Property, and the Permittee is not requesting any special consideration. The proposed business would be subject to conditions similar to those required of other Use Permits. Therefore, granting the Use Permit will not constitute a grant of special privilege inconsistent with the limitations imposed by the Zoning Ordinance on the existing use of properties, large or small, within the Town of Colma.

- (f) The City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

Discussion: Commercial equipment rental uses are allowed in the Commercial Zone subject to the issuance of a Use Permit. No changes to the existing building or property are proposed to accommodate the use. Therefore, the City Council is satisfied that the proposed use conforms to the purpose and intent of the General Plan and Zoning Ordinance.

- (g) The use will not constitute a nuisance to neighboring persons or properties; and

Discussion: Conditions of the Use Permit will ensure that all activities related to the business will not negatively impact adjoining commercial uses. The proposed use will not require additional parking spaces, and rental equipment permitted to be stored onsite will be limited

to a set quantity of light-duty equipment. In addition, when space is available, the equipment storage area will serve as a drop-off location for delivery trucks, so as to preserve parking spaces. Finally, the equipment storage area will be kept free of trash and debris, and extendable equipment (such as cherry-pickers) shall be retracted at all times. Therefore, the use will not constitute a nuisance to neighboring persons or properties.

(h) The use is subordinate to and consistent with the Amended Conditional Use Permit for the 280 Metro Center.

Discussion: The proposed use, with a separate Conditional Use Permit, is an incidental use at 280 Metro Center, and it is consistent with the approved uses and is in compliance with standards set forth in the Amended Conditional Use Permit for the 280 Metro Center. The proposed use, with a separate Conditional Use Permit, at the 280 Metro Center, will not affect the existing property uses, large or small.

3. Use Permit Granted Subject to Conditions

The City Council hereby grants a Conditional Use Permit to use property located at 91 Colma Boulevard (APN 008-322-500) ("Subject Property"), for an outdoor light-duty equipment rental area, subject to the general conditions set forth in this Resolution and the following project-specific conditions set forth below.

(a) This Use Permit shall specifically allow the use of a portion of the property for renting the following types and quantities of light duty equipment only, except as provided in subsection (b):

- 2630 JLG Scissor Lift, or similar model (Quantity: 1)
- BC600 Vermeer Chipper Shredder, or similar model (Quantity: 1)
- BX25 Kubota Back Hoe, or similar model (Quantity: 1)
- PT-30 Terex Skid Steer, or similar model (Quantity: 1)
- T350 Man Lift, or similar model (Quantity: 1)
- K008 Kubota Mini Excavator, or similar model (Quantity: 1)
- Multiquip Mini Mixer, or similar model (Quantity: 1)
- Barreto Trencher, or similar model (Quantity: 1)

(b) The Zoning Administrator may administratively amend the foregoing list of light-duty equipment in accordance with the procedures set forth in the Colma Municipal Code for granting an Administrative Use Permit (see, section 5.03.520).

(c) Equipment waiting to be rented shall be stored on the concrete pad area on the west side of the building, only as delineated in the approved site plan, date stamped November 26, 2013, on file in the office of the City Planner, where they will be removed from predominant paths of vehicular travel and shall not block any required parking space, fire lane, driveway, or disabled access to the building.

- (d) Whenever space is available, the Permittee shall direct vendors and customers to use the equipment storage area as a drop-off location for delivery trucks and customer-ordered building materials so as to preserve parking spaces.
- (e) Equipment rentals must only occur during normal store hours.
- (f) The equipment storage area must be kept free of trash and debris.
- (g) Extendable equipment (such as cherry-pickers) shall be retracted at all times.
- (h) Permittee shall perform the following Best Management Practices from the San Mateo County Water Pollution Prevention Program:
- Install and maintain oil drip trays under each piece of rental equipment, while equipment is stored onsite;
 - Keep spill clean-up materials (rags, absorbents, buckets etc.) available onsite at all times;
 - Inspect rental equipment frequently for leaks and repair promptly;
 - Clean up spills or leaks immediately and dispose of cleanup materials properly;
 - Do not hose down surfaces where fluids have spilled; instead, use dry clean-up methods (absorbent materials, cat litter, and/or rags);
 - Do not perform any major repairs, requiring dismantling of rental equipment, onsite.
- (i) In order to maximize onsite parking, the Permittee shall maintain as many carts and material carriers in front of the store as possible, and keep the remaining carts and material carriers consolidated to the corral areas in the parking lot.

4. Terms

- (a) *Permittee.* As used in this Permit, the word "Permittee" shall mean each person using the Property pursuant to the permit granted herein, including successors to the person first obtaining the permit.
- (b) *Recordable Covenant; Transfer.* The Town may record this Conditional Use Permit with the San Mateo County Recorder. The Permit shall run with the land and shall be freely and automatically transferred to each user of the Property, subject to each of the specific and general conditions herein.
- (c) *Modification or Revocation.* The Town may modify or revoke this Conditional Use Permit should it determine that (a) the Property is being operated or maintained in a manner that is detrimental to the public health or welfare, is materially injurious to property or improvements in the vicinity, constitutes a public nuisance, or is contrary to any law, code or regulation, or (b) if the user fails to comply with and satisfy the conditions herein.

5. General Conditions

This Use Permit is conditioned upon the Permittee and each user of the Property fully and faithfully

performing each of the following generally-applicable obligations. Failure to comply with any of these conditions shall render this Conditional Use Permit null and void.

(a) *Duty to Comply With Laws.* The Permittee and each user must comply with all applicable federal, state and municipal laws, codes and regulations, including the currently adopted California Building and Fire Codes. Nothing herein shall be construed as authorizing any approvals under, or any exceptions to any other law, code or regulation, or as authorizing any change to the occupancy classification of the premises or any buildings thereon as defined in the California Building Code. Without limiting the foregoing, the Permittee must pay the annual Town of Colma Business Registration fee and must keep in effect a Town of Colma Business Registration at all times. A failure to maintain the Colma Business Registration may result in termination of the Use Permit.

(b) *Indemnification.* The Permittee shall indemnify, pay and hold the Town of Colma harmless from all costs and expenses, including attorney’s fees, incurred by the Town or held to be the liability of the Town in connection with the Town’s defense of its actions in any proceeding brought in any state or federal court challenging the Town’s actions with respect to the Project or this Conditional Use Permit.

(c) *Agreement Required.* The Permittee must agree to comply with each and every term and condition herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit. If Permittee is not the property owner, then the property owner must consent to use of the Property on the terms and conditions herein by counter-signing a copy of this Resolution and returning the counter-signed copy to the City Clerk no later than forty-five (45) days following City Council approval of the Conditional Use Permit.

Certification of Adoption

I certify that the foregoing Resolution No. 2014-__ was duly adopted at a regular meeting of the City Council of the Town of Colma held on February 13, 2014, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Helen Fisicaro, Mayor					
Raquel Gonzalez, Vice Mayor					
Joanne F. del Rosario					
Joseph Silva					
Diana Colvin					
<i>Voting Tally</i>					

Dated _____

Helen Fisicaro, Mayor

Attest: _____
Sean Rabe’, City Clerk

NOTICE OF RIGHT TO PROTEST

The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions. You are hereby further notified that the 90-day approval period in which you may protest these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a), began on date of adoption of this resolution. If you fail to file a protest within this 90-day period complying with all of the requirements of Section 66020, you will be legally barred from later challenging such exactions.

AGREEMENT

Permittee/Property Owner

The undersigned agrees to use of the property on the terms and conditions set forth in this resolution.

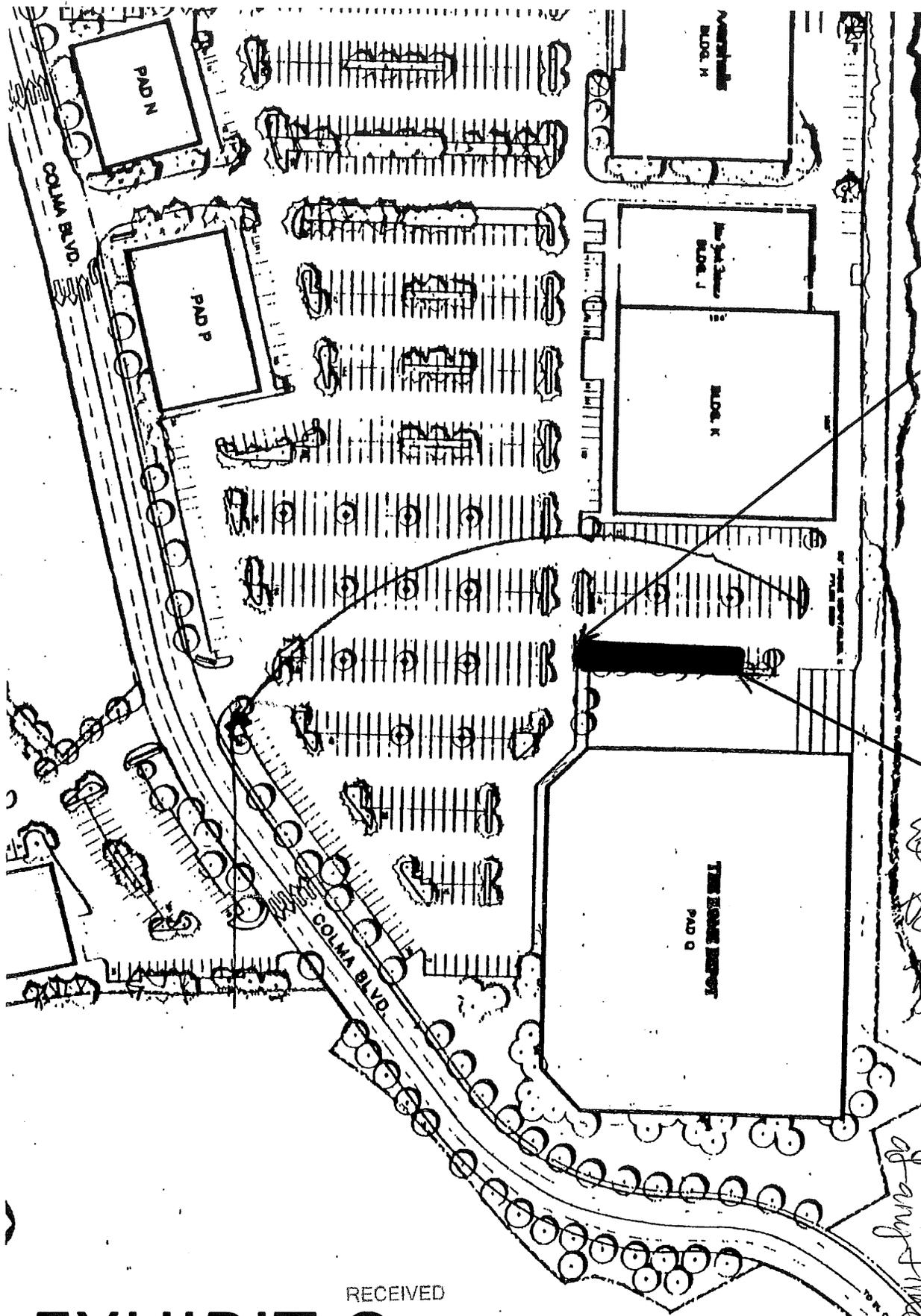
Dated: _____

HD Development of Marland, Inc., owner

By _____

Printed Name and Title

[Notarization of Property Owner's agent recommended]



120' x 10' PROPOSED STAGING AREA

*William M. ...
 ...
 ...*

APN 000-322-500
 Landlord has the
 right to revoke
 of any time

11/25/13

RECEIVED

EXHIBIT C

PLANNING DEPT



EXHIBIT D